



BOOKING CONDITIONS – For bookings made on or after 1st January 2026.

These Booking Conditions, together with our Privacy Policy and where your Trip is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Jagged Globe (Climb Trek Ski) Ltd, Registered Company Number 7089554 whose registered office is 45 Mowbray Street, Sheffield, S3 8EN, United Kingdom (“the Company”, “we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- you have read these Booking Conditions and have the authority to and do agree to be bound by them;
- you consent to our use of personal data in accordance with our Privacy Policy and are authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- you are over 18 years of age and, where placing an order for services with age restrictions, declare that you and all members of the party are of the appropriate age to purchase those;
- you accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Definitions:

A "**course**" is defined as any Trip which includes overnight residential accommodation and takes place within the European Economic Area or Switzerland and for which an international flight to the destination country is not offered for sale.

An "**Expedition**" or "**Trek**" is defined as:

- a trip that takes place outside the UK, outside the European Economic Area and outside Switzerland, 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 by you or not).

An "**Extension**" is any short tour that is so described on the website or in printed material produced by the Company, which is priced separately and is bought as an optional add-on to an expedition, trek or course. An extension may only be bought by you if a booking for an expedition, trek or course to which it can be attached, exists in your name.

"**Trip**" by its ordinary meaning related to travel, is used interchangeably within these Booking Conditions to mean either an "expedition", "trek" or "course".

"**Leader**" any person nominated by us as the leader of your Trip or any mountain guide or mountaineering instructor or ski instructor or mountain leader delegated by us to lead you or your group or your team or to deliver the adventurous activity components of your trip.

1. Booking

To book a place on one of our Trips, you may:

- a) complete the booking process on our website and pay a deposit via the linked, secure payment portal; or
- b) telephone our Office, give us your personal details as needed for the booking and submit your card details to pay the deposit via the secure, on-line payment portal; or



- c) telephone our Office, ask us for our Bank Details and a Booking Form. Then pay and notify us of the deposit paid by bank transfer and return the completed Booking Form to us, via post, or email; or
- d) visit our Office and book in person. You may pay the deposit in cash or by allowing us to submit your card details via the secure, on-line payment portal.

A booking is made when we receive the appropriate deposit from you (or the full payment of the Trip cost) and we issue you with a booking confirmation. Deposits are non-refundable. You are advised to take out travel insurance as soon as you book. Travel Insurance may allow you to recover prior payments (less an excess) if you have to cancel.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us once we have sent you your booking confirmation. This will include an invoice and all relevant additional information containing your Trip details. Also, we will issue you with an ATOL (Air Travel Organiser's Licence) Certificate if, either, you have booked a Trip that includes an international flight originating in the UK or, you are a UK resident and your Trip includes a domestic flight within the destination country (whether or not your package includes an international flight from the UK) or, we are mandated otherwise by the Civil Aviation Authority to provide an ATOL Certificate to you. See condition 17.

The invoice will show the total cost of the Trip and the deposit you paid when you booked. It will show the amount that remains to be paid before the Trip departs. This amount will be due either as a single final balance payment or as two payments; an interim payment followed by a final balance. The amount and due date for the final balance and for any applicable interim payment will be shown on your invoice. If we do not receive the full amount for either the interim payment, if one is due, or the final balance, by the dates stipulated, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges will become due.

The total amount received by the Company's bank must be no less than the total cost shown on your invoice. What is more, it must be paid in the invoiced currency into our account of the same currency denomination (e.g. if you have been invoiced in US Dollars, you must pay US Dollars into our US Dollar Account i.e. you must not pay US Dollars into our UK Sterling Account or vice versa; the same stands for Euros).

Upon receipt of your booking confirmation, you must read it and the ATOL Certificate, if issued, to ensure that all the details are correct. If you believe that anything is incorrect, you must notify us within 10 days of having received the booking confirmation and no later than 5 days for any tickets that are sent with it or subsequently. Notwithstanding how any mistake may have arisen, your rights may be harmed if you do not notify us accordingly and especially if you try to travel with inaccurate documents or tickets that, otherwise, could have been amended and reissued in good time. If any mistake arises from the information you gave us when you booked, there may be a charge to correct it no matter when you informed us of it; please note airlines always charge for amending and reissuing tickets.

Once we have received your booking, we will set up an online user account for you and for each person named, if one does not exist already and as long as we have a corresponding email address. Each person must submit or update their outdoor experience form and medical declaration form as soon as possible via their user account.

After reviewing your previous outdoor experience and medical declaration forms, the Company may advise you severally to transfer to another Trip, or to cancel your booking. Please see Condition 9 for further information regarding our medical screening. You must transfer or cancel if you are so advised. If you are advised to cancel, you may do so without penalty as long as we received your completed forms within six weeks of your booking having been confirmed or before the due date for your final balance, whichever comes first. If we receive your forms more than six weeks after you booked or after the due date for your final balance and, in our reasonable opinion, we decide that you should not take part in the Trip because there is insufficient time to address any issues arising, the normal Cancellation and Transfer Conditions and charges will apply.



Extensions to Trip itineraries can be purchased separately. The information about extensions published on our website or elsewhere by us, including the cost, are illustrative and subject to confirmation. 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, what the final price will be or that it will be identical to that published on our website. We will confirm all the arrangements for the extension including its price before you pay your final balance (which will be due at the same time as the final balance for the expedition, trek or course to which it is an extension). To make and hold reservations for your extension with overseas suppliers (for example, safari lodges) it may be necessary for you to make an interim payment before the final balance is due. Should the confirmed extension be significantly different to the published one then you will be free to cancel the extension only (not the expedition, trek or course to which it is attached) and a refund of the extension deposit will be made. No compensation shall be payable to you.

2. Accuracy of Published Material

We endeavour to ensure that the descriptions, information and prices both on our website and in our advertising are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances, especially, but not limited to the cost and schedules of international flights. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

Group sizes described in the brochure or on the website are target sizes and may be increased or decreased at our discretion. The Company gives no undertaking as to the minimum or maximum size of a group but do undertake to ensure that Leaders are supplied in appropriate numbers. Named Leaders may be changed at any time.

3. Travel Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. You should 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, or excursion whether arranged by the Company, third parties or independently.

For Trips outside the United Kingdom, your travel insurance must cover search, rescue or recovery to the nearest medical facility or to a safe place in the event of an emergency or to forestall harm. Your insurer must agree beforehand to indemnify you for any costs so arising even if, having made reasonable effort, their prior authorisation is not possible. Among other things, this may be due to the remoteness of the recovery area making communications difficult or because medical expediency demands urgent action.

In case of a suspected or confirmed emergency involving you or the group of which you are a member, or to avoid harm, we reserve the right to arrange (or to make arrangements for our or your insurers to arrange) search, rescue and/ or recovery as we deem appropriate and reasonable. You agree to indemnify us and keep us indemnified from all losses, apportioned appropriately to you, arising from any such search, any such helicopter usage and any resulting rescue, recovery and repatriation, for medical or non-medical reasons, including legal costs of making a recovery against you.

UK customers travelling to Continental Europe should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure. EU residents travelling within Europe (including the UK) should have a European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC cannot be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which



insurance cover would otherwise have been available.

4. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions, we cannot accept liability or pay any compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our suppliers' control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, or places transited en route, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the concerned supplier(s) control.

5. Special Requests

Any special requests should be advised to us at the time of booking or as soon as possible afterwards (such as; diet, room type, hotel facility, single tent, extra days/ nights, flight changes). Please send your requests in writing. Whilst we will make every effort to arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or in any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

6. Cutting Your Booking Short

If you are forced to return home early, or you alter your itinerary, we cannot refund the cost of any arrangements included in the trip that you have not used. If you cut short your booking and leave the Trip in circumstances where you have no reasonable cause for complaint about the standard of the travel services provided, we will not offer you any refund for that part of your Trip not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

7. Accommodation Ratings and Standards

Where they are displayed or mentioned on our website or elsewhere in our published material, if at all, accommodation ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

8. Complaints

If you have a problem or a potential complaint during the Trip, please inform the Leader or supplier immediately. They will try to put things right straightaway or to ask us to intercede as necessary. If your complaint is not resolved locally, please contact us at our UK office providing your Trip name, the departure date and all other relevant information and, where possible, evidence.

If you fail to follow this simple procedure, the Company will have been deprived of the opportunity to investigate and rectify your complaint during your Trip. This may affect your rights under this Contract as you will have failed to have acted to reasonably reduce the scope of your complaint and so to have minimised your losses. Therefore, you may be unable to recover compensation for this element subsequently.

Any formal complaint provided post Trip must be received within 28 days of your return. This will assist in quickly identifying your concerns and speed up our response to you.



See also Condition 29.

9. Medical and Welfare

When you book, we ask you to complete a medical form. You should do so as soon as possible (see Condition 1); there may be financial penalties if you do not complete the form promptly and are subsequently asked to cancel or transfer your booking on account of an adverse medical issue that cannot be addressed adequately before your trip begins.

You may ask for your medical form to be referred to our Company Doctor or we may refer it if we believe it appropriate. 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 should inform the Company before you book 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 form of any medical problems or disabilities after you have booked. If any medical problems or disabilities are suffered or arise between the medical declaration first being submitted and the Departure Date you must notify the Company immediately.

The Company may require you to obtain confirmation from a medical professional of its choice that you are fit to travel and to 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 and healthy to take part in the Trip, the Company may decline or cancel the booking or curtail the arrangements at any time at their complete discretion without having to pay any compensation if:

- a) any potentially adverse medical issue is disclosed on the medical declaration form; or
- b) any potentially adverse medical issue is disclosed after the medical declaration form is submitted but before the Departure Date; or
- c) any potentially adverse medical issue is not disclosed but becomes apparent by other means; or.
- d) any medical professional advises against your participation in the Trip.

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 Beyond our Control (see Condition 4) pursuant to these Terms and Conditions and no compensation shall be payable to you.

10. Your Responsibilities

You are expected to conduct yourself in an orderly and acceptable manner throughout the Trip and not to impair nor disrupt the enjoyment or safety of others.

The people we delegate as leaders of your Trip, or anyone with a responsibility for your wellbeing, will do their utmost to ensure that any problems during the Trip are solved for the benefit of the majority of those taking part. Agreeing to these Terms and Conditions, signifies your acceptance of the Leader's authority to make decisions affecting the group or individuals on the Trip.

If in the opinion of your Trip Leader or a supplier of services or any other person with authority delegated by us, your behaviour is causing or is likely to cause distress, danger, nuisance or annoyance to any other customer or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking, and that of those who booked with you, immediately.



Alternatively, the Leader may require you to leave the Trip if they believe that your health or safety, or the health, safety or enjoyment of others, might be at risk should you continue.

Where we require you to leave a Trip due to your conduct, you may be required to pay for loss and/or damage caused by your actions and we will hold you and/ or each member of your party jointly and severally liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to those who suffered damage or loss before you leave the destination country to return home. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

From the moment you are asked to leave the Trip, we will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of the termination howsoever it comes about.

We cannot be held responsible for the actions or behaviour of other customers, other guests or individuals who have no connection with your booking arrangements or with us.

11. Excursions

Please note that we do not provide or arrange excursions other than those listed in your itinerary and forming part of the arrangements booked and paid for by you before the Trip begins. Our local representatives or leaders may put you in touch with local organisers of excursions if you request, or they may offer you excursions of their own, but we can have no liability for such excursions, as your contract for such excursions will be with a local company or individual providing the services and not with us. Any such excursion will not form part of the package travel arrangements that we agreed to supply to you when you booked your Trip with us. If you undertake an excursion purchased locally, we advise you to satisfy yourself that it is organised with due care and that the organiser has adequate public liability insurance in place.

12. Entry, Passport, Visa, Immigration Requirements & Health Formalities

We provide general information about the passport, visa, health and immigration requirements for your Trip, but this is for guidance only. It remains *your responsibility* to check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own medical advisor as applicable. Requirements do change and you must check the up-to-date position in good time before departure. This includes entry & exit arrangements such as the US ESTA, EU ETIAS or UK ETA schemes.

Most countries now require passports to be valid for at least 6 months after your due return date, as given in your travel documents. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information, UK residents may contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Special conditions apply for travel to the USA, and all passengers must have individual machine-readable passports. Please check <https://uk.usembassy.gov> or the website of the US Embassy in your country of residence.

For UK customers, up-to-date travel advice including visa and passport requirements can be obtained from the UK Foreign, Commonwealth & Development Office, visit <https://www.gov.uk/foreign-travel-advice>. Alternatively, consult the Consular Department of the destination country's Embassy in your country of residence.

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration or health requirements. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

13. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of



over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

You may have rights in some circumstances to refunds and/or compensation from the airlines in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers or the equivalent body in the airline's home jurisdiction. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your Trip price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in Condition 4 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

14. Travel Advice

You are responsible for making yourself aware of your government's travel advice for the destination country and any other countries transited en route. For UK residents, this is provided by the UK Foreign, Commonwealth and Development Office ([UK FCDO](http://www.fcdo.gov.uk)). This provides guidance on the safety of the countries, regions and areas in which you will be travelling and you should make your decision as to whether or not you want to travel accordingly. Advice from the UK FCDO to avoid or leave a particular country, region or area may constitute Events Beyond Our Control (see Condition 4). By agreeing to these Terms and Conditions, it is assumed that you have consulted your government's travel advice, or similar, before making your booking and you do so informed of the risks of travel to the destination country.

If the UK FCDO Travel Advice changes after you have booked to advise against "All But Essential Travel", the Trip will not be cancelled by us as long as the destination remains accessible or a suitable alternative can be arranged. If you cancel under such a change of advice, the normal cancellation charges will apply. On the other hand, if the UK FCDO advises against "All Travel" to a country, province or area so as to make the itinerary untenable, we will cancel the Trip and you will be reimbursed in full. No compensation will be given.

If the UK FCDO does not issue unambiguous advice against "All Travel" to a country, province or area, a disinclination or refusal by you to travel on the basis of a perceived threat or hazard, howsoever formed, will be interpreted as a cancellation and the normal cancellation charges will apply. This does not affect your right to transfer between trips under the terms of these booking conditions.

The Company will not be bound by the travel advice of foreign governments, save where it coincides with that of the UK FCDO.

15. Conditions of Suppliers

Many of the services which make up your Trip are provided by independent suppliers. Some but not all suppliers provide these services in accordance with their own Terms and Conditions which, where they exist, will form part of your contract. Some of these Terms and Conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these Terms and Conditions, where they are available, may be obtained on request from us or the supplier concerned.

16. Law and Jurisdiction

Your contract with us and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your itinerary, will be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in



the Courts of your home country. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract governed by the law of Scotland/Northern Ireland as applicable. If you do not so choose, English law will apply.

17. Insolvency Protection

Jagged Globe (Climb Trek Ski) Ltd holds an Air Travel Organiser's Licence (ATOL), number 10241, granted by the Civil Aviation Authority (CAA), Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk. When you buy an ATOL protected flight or flight inclusive Trip from us 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.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate (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.

For all other packages, The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 under number 5174. ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your non-flight package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Jagged Globe. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call the 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company. You can find out more about ABTOT here: <https://www.abtot.com/>

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

18. Flights

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 from operating within the EU. Please note:

- The carrier(s), flight timings and types of aircraft displayed on our website and as may be shown on your confirmation invoice or elsewhere are for guidance only and are subject to alteration and confirmation.
- It is not possible to name the carrier(s), flight timings nor types of aircraft until after you have booked, when we reserve a flight for you (if one is included in your package travel arrangements).
- A list of banned carriers can be found at ec.europa.eu/transport/air-ban/. Similarly, please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK.



The information we publish on our website, or elsewhere, is our responsibility as your tour operator. It is not issued on behalf of and does not commit the airlines mentioned herein or any airline whose services are used during your travel arrangements.

When you book an expedition or trek that includes an international flight from the UK, we reserve an economy return flight from London Heathrow for you. If the fare is higher than the amount we assumed when we published the trip's full cost on our website, we will ask you to pay the difference. If it has increased significantly, you may accept it or withdraw your booking within 7 days and your deposit will be returned. No compensation will be due. Conversely, we will reduce the cost of the trip if the fare is significantly lower.

If you want to fly from a regional UK airport, at a higher ticket class, on a specific airline or on a different schedule to that offered by us, please ask and we will book this for you if it is available.

The most up-to-date schedule and flight timings will be shown on your tickets which will be despatched to you 10 to 14 days before departure. You should check your tickets very carefully on receipt to ensure you have the correct flight times and that the name shown on the ticket is your own and it matches your name precisely as it is given in your passport. You must let us know of any disparity as soon as possible; failure to do so may invalidate your ticket and make you liable to pay for a new flight in order to continue with the Trip. If flight times change after tickets have been despatched, we will contact you as soon as we can to let you know.

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).

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. We can provide copies, upon request.

19. If You Make Your Own Arrangements To Join A Trip In The Destination Country (i.e. a "land-only" booking)

If you book an Expedition or Trek 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 Trip. The Company accepts no financial liability that may arise from any enforced change to your travel plans due to any alteration made by us or by our suppliers of the Trip's dates, its itinerary or the Trip's cancellation, howsoever caused. You are advised to book transferable, refundable travel tickets with no penalties should such a cancellation or alteration to your itinerary be necessary. Alternatively, ensure your Travel Insurance provides cover for such an eventuality.

20. If You Want To Change Any Aspect Of Your Trip

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an amendment fee of £45 per person per change as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs may increase nearer to the date of departure. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and the normal cancellation charges as given in these Booking Conditions will apply.



21. If You Want To Transfer Your Booking To Someone Else

If you or any member of your party is prevented from travelling that you may transfer your place to someone else, a substitute, subject to the following conditions:

- a) the substitute is introduced by you and satisfies all the conditions applicable to the Trip, including matching or exceeding the requirements of the Trip in terms of previous experience, fitness and assumed competence;
- b) there are no potentially adverse indications in the substitute's medical history;
- c) we are notified not less than 60 days before departure for expeditions and treks or 42 days before departure for courses;
- d) the Trip leader(s) and suppliers accept and agree to the substitution;
- e) you pay any outstanding balance payment, an amendment fee (see below) and any additional fees, charges or other costs arising from the transfer such as, but not limited to, cancelling, rebooking and reissuing flight tickets; and
- f) the substitute agrees to these Booking Conditions and all other terms of the contract between us.
- g) The Amendment Fee for a substitution is:
 - i. £75 per person for an Expedition or Trek substitution.
 - ii. £45 per person for a Course substitution.

You and the substitute remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in these Booking Conditions will apply. Otherwise, no refunds will be given for passengers not travelling or for unused services.

22. If You Want To Transfer Your Booking To Another Trip

If you find you are unable to travel, 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 to a different Trip, by date or title, under the following conditions:

- a) You may transfer between Trips of the same type and of similar value (i.e. Expedition to Expedition, Trek to Trek, Course to Course). You may not transfer to a Trip of significantly less value (e.g. from a Trek or Expedition to a Course);
- b) You may not transfer from Trips originally booked to:
 - i. The Arctic, Greenland or Svalbard,
 - ii. The Antarctic,
 - iii. Denali,
 - iv. Norway;
- e) Transfer requests must be received by the Company in writing (usually by email) at its registered office;
- f) You may not transfer off an expedition or trek after the Due Date of the Interim Payment has passed or, if no Interim Payment is due, less than 90 days before the departure of the original Trip;
- g) Requests to transfer between courses should be received at least 21 days before the start of the original course. In any case, the longer you leave a request to Transfer the less likely it will be that we can accept it;
- h) At the time of requesting a transfer, you must specify the new Trip, by title and departure date, onto which you want your



existing booking transferred;

- i) You must pay the transfer fee when you make the transfer request of:
 - i. £75 per person transferring between treks or between expeditions.
 - ii. £45 per person transferring between courses.

Without a nominated trip onto which you want to transfer or without the transfer fee having been paid at the same time, there is no transfer. The transfer request will be treated as a cancellation if you do not comply with all of the conditions above and the normal cancellation charges will apply as given in these Booking Conditions.

If you request a transfer within one week of the original booking having been confirmed, no matter the deposit paid, there is no fee.

Transfers will be accepted at the Company's discretion; among other things, on the profitability of the Trip that you would be leaving, on the profitability of the Trip that you would be joining and subject to spaces, facilities and services being available on the new Trip.

If a transfer request is accepted, you must pay any costs that the Company has incurred in respect of your original 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, leaders, agents or suppliers, and such like. 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.

If your transfer request is not accepted by the Company and a suitable alternative Trip cannot be offered, or is not accepted by you, your original booking will have been cancelled by you and the normal cancellation charges will apply. Alternatively, you may give notice in writing that you wish to stop the transfer and revert to the original booking, assuming no irredeemable cancellations with suppliers have been made in the meantime.

You may transfer your booking more than once, as long as you comply with these conditions 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 eighteen 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, and all subsequent Transfers, 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 that may have been paid will be forfeited by you.

23. If You Cancel Your Trip

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing (by email or post). Your notice of cancellation will take effect on the date it is received in writing by us at our offices.

If your original booking was for more than one person, should one or more members of a party cancel, it may increase the per person Trip price of those still travelling and any remaining members of your party will be liable to pay this increase. This will not be considered a significant change to the package arrangements but as a foreseeable and anticipated alteration. A cancellation by one person of your party will not be treated as a cancellation by others. Each person must write to us to cancel their own booking and the cancellation terms will be applied on the date their personal cancellation notice is received by us.

The cancellation charges as follows:

Time/ Date of Cancellation:	Cancellation Charge:
Within One Week of the Deposit Having Been Paid	Deposit Refunded Less Any Charges Accrued.
One Week or More After the Deposit Has Been Paid	Loss of Deposit.



On or After the Interim Payment Date (if an Interim Payment is Due)	Loss of Deposit and Loss of Interim Payment (See Your Booking Confirmation Invoice).
On or After the Final Balance Due Date	Loss of the Total Trip Cost.

For extensions: The cancellation charges for an extension are the same as for the trip to which the extension is attached.

Amendments Charges: Please note that amendments charges (for example; paid for flight ticket changes or transfers between trips or transfers of bookings) are not refundable.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges above.

Insurance: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We recommend that you take out insurance as soon as you book, to safeguard you should you subsequently have to cancel your booking.

Advance Payments: If you have paid us more than would be due under these terms should you cancel, and we have not used your payments to pay for services that are included in the package, we will deduct the cancellation charge(s) and any incurred charges from any monies you have already paid to us and refund the difference. An "Advance Payment" does not include the Deposit. Nor does it include any Interim Payment or the Final Balance unless these amounts are paid before the date on which they are due as per your confirmation invoice. Once the due date for any Interim Payment or Final Balance has passed, these payments cease to be "Advance Payments".

24. Cancellation by You Due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed itinerary before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your itinerary destination or its immediate vicinity and significantly affecting the performance of the itinerary or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. You must be able to show at the time you wish to cancel that there is no reasonable possibility of your Trip going ahead, in order to rely on this clause. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, and significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which significantly affect travel to the destination as agreed in the package travel contract.

Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, or similar.

25. If We Change or Cancel Your Package Trip

As we plan your arrangements many months in advance, we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a *minor* change to your Trip, we will make reasonable efforts to inform you as soon as reasonably possible if there is time to do so before departure but we will have no liability to you. Examples of "minor changes" include alteration of your outward/return date by less than 24 hours for a Course or 48 hours for an Expedition or Trek, a change of named accommodation, diversions of a trekking route, the closure of a local ski area where others may be used, a subsidiary mountaineering objective being put out-of-bounds or made unavailable by local authorities or being unattainable because of a natural event such as avalanche,



landslide or volcanic activity, or threat thereof.

Occasionally we may have to make a *significant* change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure:

- a) A region in which it was the intention to climb, trek or ski being placed out-of-bounds by local authorities or on the advice of UK FCDO and making access to our intended routes and/ or activities impracticable.
- b) A significant change to your itinerary, such as being unable to follow the trekking route described for all except a few days or if the principal mountaineering or ski objective is placed out-of-bounds or cannot be reached or cannot realistically be attempted due to closures by local authorities or by a natural disaster.
- c) A change of outward departure time or overall length of your arrangements by more than 24 hours for a Course or 48 hours for an Expedition or Trek.
- d) If your package includes a flight from the UK, a change of departure airport *except between*:
 - i. Airports within Scotland.
 - ii. Airports within England and Wales.
 - iii. Airports within Northern Ireland.

We reserve 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, we will endeavour to ensure that a Trip runs if possible. If your booking is likely to be cancelled under such circumstances, we undertake to inform you as soon as possible; this may occur after the final balance due date but will not occur less than 30 days before the Departure Date for expeditions and treks or 21 days before the Departure Date for Courses.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- a) (for significant changes) accepting the changed arrangements; or
- b) having a refund of all monies paid; or
- c) accepting an offer of an alternative Trip (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond once more, we will assume that you have chosen to accept the change or the alternative Trip if one was offered.

26. Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

Expeditions and Treks

Time before your scheduled departure date where we cancel your Expedition:	Compensation amount received:
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60 days or more	Nil.
Less than 60 days	£40

Courses

Time before your scheduled departure date where we cancel your Expedition:	Compensation amount received:
42 days or more	Nil.
Less than 42 days	£25

If you booked an Extension, we will pay £20 compensation if compensation is due for the expedition or trek to which it is attached.

*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- a) where we make a minor change;
- b) where we make a significant change or cancel your arrangements more than 60 days before departure for Expeditions and Treks or more than 42 days before departure for Courses;
- c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- d) where we cancel your arrangements as a result of your failure to make a payment on time;
- e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see Condition 4) or if the UK FCDO advises against all travel to the destination.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

27. Liability for Optional Services and Costs

Most expeditions and treks 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 principal objective being achieved and for the Trip to be successful. If these days are not needed and you decide to return from the mountains earlier than planned, any additional costs incurred for services that would not otherwise have been provided, such as upgraded and more costly accommodation, hotels and transport, nor were included in the trip itinerary, must be met by you at the time and paid directly to the supplier. Alternatively, at no additional cost, you may continue with the published itinerary or any alternative itinerary as proposed by us or by your Trip leader.

28. Programme Delivery and Adherence to the Itinerary

Itineraries that appear on our website and elsewhere are for guidance only; they show the schedule and activities that we would follow given ideal conditions throughout. During the 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 are likely to be necessary. Circumstances may arise where the Company is forced to alter routes, mountains to be climbed, trekked or skied, locations to be visited or accommodation to be used when away from main towns and cities.

In assessing the conditions expected to be encountered in the mountains or the abilities of the team members, the Leader may decide to change the itinerary, or any aspect of the Trip if they believe that to continue with the planned schedule, route or activities, or any latterly agreed alternatives, would place anyone at undue risk. Alternatively, they 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 will review and may alter the itinerary as the trip progresses in response to the changing influence of variable factors.

29. Our Responsibility for your Package Trip

We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below. As such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your booking confirmation and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your booking confirmation and the information we provided to you regarding the services prior to booking.

We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers whilst the delivering the package travel services that we agreed to provide or arrange.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- a) the acts and/or omissions of the person affected; or
- b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for
- c) the acts and/or omissions which were unavoidable and extraordinary; or
- d) Events Beyond Our Control (as defined in Condition 4).

We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- a) loss of and/or damage to any luggage or personal possessions and money:
the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- b) Claims not falling under (a) above and which do not involve injury, illness or death:
the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit whatsoever from your booking.
- c) Claims in respect of international travel by sea and rail, or any stay in a hotel:
 - i. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you



agree that the transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the Terms and Conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the Terms and Conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

- ii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we do not remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to; you having followed the complaints procedure as described in these Booking Conditions (see Condition 8) and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your trip. Please note that it is your responsibility to show that we or our employee(s) or our supplier(s) have been negligent if you wish to make a claim against us.

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints' procedure set out in these Booking Conditions.

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
- b) which relate to any business; or
- c) which relate to indirect or consequential loss of any kind.

We will not accept responsibility for services or facilities which do not form part of our agreement or where they do not appear on our website or within our published material. For example, any excursion you book whilst away or any service or facility which your hotel or any other supplier agrees to provide for you.

Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your itinerary. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

30. Clothing and Equipment

You will be provided with a list of all clothing and equipment that you are required to bring on the Trip. You may hire or borrow some items of equipment from us, but the majority you must provide yourself. It is your responsibility to ensure that all clothing and



equipment is fit for purpose prior to the Departure Date and for the duration of the Trip. You are responsible for your clothing and equipment and belongings during the Trip and bear the sole responsibility for wear and tear and incidental damage to it. The Company recommends that you take out adequate insurance to cover your own clothing and equipment, and any items hired or borrowed from the Company as you will be liable for its replacement should it be damaged unreasonably or lost.

In the event that you elect to hire or borrow any equipment from the Company, you may 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.

You will be responsible for any hired or borrowed 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.

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 or you lose any that is lent to you, 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 or loss of equipment including legal costs of making a recovery against you.

31. Prompt Assistance for Package Itineraries

If, during your Trip, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

32. Advance Passenger Information

A number of Governments require various suppliers (such as airlines) to provide personal information about all travellers. The data will be collected either at the airport when you check in or in some circumstances when, or after, you make your booking with us. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.