



## Adventure Beyond: Terms and Conditions.

Valid Date: 30.3.2010.

### 1. Subject of Contract

1.1. These terms and conditions apply to the services set out in the Adventure Beyond website or as contained within any of its advertising brochures and relates to any activity, event, programme, expedition or holiday between us, the vendor and you, the client. All references hereafter to any activity, event, programme, expedition or holiday will be referred to as the activity or expedition.

### 2. The Operator:

2.1. All activities or expeditions advertised on our website are operated by Adventure Beyond Ltd, C/O Nantypopty Farm, Coed Y Bryn, Llandysul, Dyfed SA44 5LQ. Registered and organised by Mr Jethro Moore

### 3. How to book:

3.1. To make a booking you can contact us either by telephone, email or via our website. We will then forward a booking form to you by email or post. The person making the booking for your group must be 18 years of age or older and this person must possess the legal capacity and authority to act on behalf of any group.

3.2. Bookings are not confirmed until we receive a completed booking form and a deposit payment. When your deposit payment is cleared we will then forward all relevant information pertaining to your booking. This will include a confirmation invoice along with a copy of these terms and conditions. A contract will exist as soon as we issue the confirmation invoice, be it by email or postal service.

3.3. Once you receive this invoice it is your responsibility to check the details contained therein is correct. If any details are incorrect the documentation is to be returned to us within 7 days of their receipt. At the same time, should you not be happy to proceed with the booking for any reason then again all documentation should be returned to us within 7 days and we will cancel your booking and return your monies.

### 4. Costs

#### 4.1. UK

All UK costs will include the price of the activity, instructor and transport costs.

### 5. Overseas: Included.

5.1. For overseas trips costs will include your Adventure Beyond leader, any local guides, your accommodation, your travel requirements in country, your booked adventure activities, any hut fees or permits and any specified Adventure Beyond equipment. In regard to food, hotel stays will always, include breakfast and any stays at mountain lodges/haciendas or mountain refugees will include all meals on a set menu basis. [Click here for our general information page for further information.](#)

### 6. Overseas: Not Included.

6.1. International flights, travel to and from your departure airport, generally lunch or evening meals in hotel stays, travel or trip cancellation insurance, personal equipment, equipment hire, drinks or snacks, unscheduled hotel stays, snacks and any sundry expenses incurred such as laundry room service charges. [Click here for our general information page for further information.](#)

### 7. Invoices

7.1. The invoice will outline the method, time scale of payment and will be payable within two weeks of its receipt unless you book within seven days of the activity or departure where immediate payment will be requested. It is important to check the details on the invoice when you get it. In the event of any discrepancy, please contact us immediately.

### 8. Payments

8.1. Adventure Beyond does not accept payment by any credit or debit card. Payment can be made;

- (i) By a cheque drawn in a UK bank made payable to Adventure Beyond or
- (ii) By a direct bank transfer to our normal business or expedition account.

Our payment schedule is as follows;

8.2. Bookings more than 6 months: Bookings made in excess of 6 months are not confirmed until we receive the said booking form and a non refundable deposit of £300 (or 10%, whichever is the greater). A further interim payment of £300 (or 10%) is due six months before the activity or departure date. The balance must be paid in full three months before the said date. If the balance is not paid on time we will cancel you're booking and retain your deposit.

8.3. Bookings less than 6 months: Bookings made less than six months before the activity or departure date will entail a non refundable deposit of £600 and again the balance must be paid in full three months before departure the said date.

8.2. Bookings less than 3 months: Bookings made less than three months before the activity or departure date must be paid in full.

8.5. Any deviations from this section can only be authorised by the vendor Mr Jethro Moore. Such authorisations will be verified in writing by the named vendor.



## 9. Prices & Surcharging:

9.1. Even though our prices are accurate on the date published we do we reserve the right to change any of those prices. Prices on our website are updated regularly and before you make a booking we will give you the up to date price for your chosen activity or expedition. This will include any additional services or facilities that you have requested.

9.2. However we guarantee that up until 30 days before your activity or departure date your booked price will not be subject to any surcharges except for:

- Variations in transportation costs, including the cost of fuel.
- Variations in dues, taxes or fees chargeable for services such as landing taxes or
- Variations in exchange rates.

9.3. If the above price variations mean that the cost of your holiday goes up, we will absorb any charges up to 2% of your holiday price. You will only have to pay the amount over and above that 2% of the holiday price. Should the price increase by a significant amount, in our case over 10% of the agreed invoiced price, then you will be given the opportunity to cancel the holiday and will be eligible for a full refund.

9.4. You will be notified in writing of any additional surcharges or price increases.

## 10. Cancellation charges:

Cancellation by us:

10.1. You are entitled, if appropriate, to be compensated (See section 24 below) by Adventure Beyond for the non-performance of any contract except where:

(i) The activity or expedition is cancelled because the number of persons who agreed to take it is less than the minimum number required, and you are informed of the cancellation in writing within two calendar months prior to your activity or departure date.

(ii) The activity or expedition is cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.\*

10.2. \* (Force Majeure). Adventure Beyond will not be held responsible for any delays or alterations to any activity or expedition caused by illness, weather, strikes, war, terrorism, political events and any other circumstances clearly beyond our control.

10.3. We do however, resume the right to cancel any activity or expedition at any time and should such a cancellation occur, other than in accordance of sub paragraphs (i) & (ii) above, then Adventure Beyond will offer an alternative activity or expedition and you can choose whether to accept the alternative or a refund. The alternative activity or expedition should be of at least the same standard as the one you booked or, if it is of a lesser standard, you should be refunded the difference in price between the original activity or expedition and the alternative as outlined in section 24 below.

10.4. Cancellation by you: You are entitled to cancel your booking within 7 days of receipt of your confirmation invoice as outlined in Section 3.2 above. In addition you or any member of your party, may cancel your activity or expedition at any other time there after providing that the cancellation is made in writing. Notice of cancellation will be effective upon receipt of your written communication. As we start to incur costs from the time the contract is confirmed i.e. issue of the confirmatory invoice we attribute the following cancellation fees:

- More than 6 months notice: Deposit only.
- Six to three months notice: Deposit plus interim payment.
- Two to three months notice: 50% of cost.
- One to two months notice: 75% of cost.
- Less than one month notice: 100% of cost.

10.5. In regard to UK activities only; If you cancel any activity within 7 days prior to the activity and your deposit is forfeited you may rebook on an alternative date and we will retain the deposit as part payment for that second date.

## 11. Financial Security:

11.1. All monies paid by the clients taking part in any of our overseas expeditions are held in our company expedition account until completion of your holiday in accordance with the 1992 EC Package Tour Regulations.

## 12. Flights

12.1. Adventure Beyond does not provide flight bookings. You will find suitable flight booking advice on each our destination pages and on our client information brochures. All bookings must be accepted subject to the regulatory provisions of your chosen carrier. We cannot accept responsibility for any extra cost sustained by the client due to any carrier delay.

12.2. Our overseas itineraries and prices are compiled on the assumption that the first day and the last day coincide with your pre-arranged day of arrival and departure. Should you be arriving or departing on alternative dates then this will be at your own expense but AB can make these arrangements for you and invoice you appropriately.

## 13. Expedition Trip Status:

13.1. The minimum number of customers we need to be able to run an overseas expedition is six\*. Two calendar months before departure we will let you know if we have sufficient numbers to run the expedition you are booked on. If we cannot run a particular trip or expedition then you can choose from a full refund or transfer onto another of our expeditions.

13.2. \*In some cases we will run trips with a minimum of two but such trips will be run with the prior agreement of our clients and our in country providers. See our section regarding private expeditions.

## 14. Travel Insurance:



14.1. Clients booking onto our overseas trips are to obtain their own travel insurance. We strongly suggest you obtain flight cancellation cover but in any event we insist that you are adequately covered for your chosen trip in particular for any medical, mountain rescue and repatriation costs. In addition we must stress that you are adequately covered for your trek or climb. We will require a copy of your insurance policy for use in an emergency. Please send us a copy of your insurance policy as soon as possible after booking. In addition you are required to carry proof of insurance with you. In addition we are happy to supply and guide clients towards suitable insurance companies if need be but we do not accept liability for any actions or contracts between you and any such company.

14.2. For those who participate in any activity or sport that has been organised and arranged completely independently of the vendor, it should be understood that participation is at the individual's own risk and it is your own responsibility to obtain the relevant insurance.

#### 15. Passports:

15.1. Clients who are British citizens will need a full British passport that is valid for at least six months beyond the return date for all of our holidays. If you are not a British national other regulations may apply to you and you should check with the embassy of your destination country. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket.

15.2. Clients should note that whilst we are legally obliged to provide you with basic guidance in respect of passports or visa requirements you should check with the appropriate embassy, consulate or British Foreign Office for the exact requirements for your chosen trip and date of travel. We stress that it is your responsibility to ensure that you have the correct passport and visas to gain access to any of our destination countries should you travel with us. If you fail to do so, we have no liability to you for any cost, loss or damage which you may suffer if you are denied entry and cannot proceed with the trip as planned. In addition no refund will be given for the remaining portion of your holiday.

#### 16. Visas:

16.1. Visa advice is provided on each of our travel country pages for British nationals. Obtaining any relevant visas is the responsibility of the client and we only advise accordingly. Citizens of other countries may fall under different visa regulations and may have to make alternative arrangements. Again we can assist in such cases but it is your responsibility to obtain your visa and you can check up on your visa requirements using the travel advice page on the Foreign and Commonwealth Office website. In areas where we have to obtain trekking permits or permits to enter specific national parks then we obtain these on your behalf.

#### Visa Waiver Programme.

16.2. For some of our trips clients may travel via the USA. If so since the 1st January 2009, the US authorities have introduced a requirement for passengers travelling under the Visa Waiver Programme to register for an Electronic System Travel Authority or ESTA. For additional information consult the US Embassy London website. Registering for your ESTA is free via the electronic registration page on the US Embassy website. The ESTA is valid for two years, so you will only need to apply once even if transiting in the US on both your outbound and return journeys.

16.3. Passengers who have not applied for and received travel authorisation via ESTA prior to travel may be denied boarding, experience delayed processing or be denied admission at the U.S port of entry. However, neither possession of a visa, nor meeting the basic requirements for travelling visa-free on the VWP guarantees admission to the United States. As with most countries, the final determination of admissibility is made by immigration officials at the port of entry. We recommend that you carry your ESTA approval with you when you travel.

Important reminder: If you are refused boarding or denied admission at the US port of entry you will still be subject to our cancellation charges in accordance with the terms of our contract with you.

#### 17. Health and Medical:

17.1. The client is responsible for any necessary medical immunisations required for their respective activity or expedition. We are able to advise on health matters and requirements but we are not medical experts. You should obtain suitable medical advice and recommendations for your activity or travel destination. For our overseas trips this should be at least two months in advance of your date of departure. Where the client does not comply with this request and as a result is denied entry to a destination country or suffers injury, death or incurs any cost, Adventure Beyond has no liability to you for any such cost, loss or damage suffered.

17.2. Any client suffering from any mobility impairment, illness or disability or is undergoing treatment for any physical or pre existing medical condition must declare the true nature of such condition at the time of booking. It is the client's responsibility to make arrangements for the provision of any medication or other treatment which may be required during the activity or expedition. Any failure to disclose any such condition will constitute a breach of these booking conditions may result in such persons being excluded from the activity or expedition in which case all monies paid will be forfeit.

17.3. Adventure Beyond obtains its travel information from the British Foreign Office, other government bodies and travel sites. We include these sights on our general information page but do not accept liability for any advice, guidance or content contained within them.

#### 18. Participant requirements and Fitness:

18.1. Clients must ensure they are familiar with the physical requirements for their booked activity or expedition. Whilst we can provide advice and guidance it is the responsibility of the client, or if under 18, their parent or guardian, to ensure that they are sufficiently fit and competent to complete their chosen itinerary. Adventure Beyond reserves the right to withdraw any person from any itinerary at any stage without refund should that person's physical condition seriously impede, frustrate or endanger the health and safety of another expedition member.



18.2. Only persons over the age of 18 and over may participate on an Adventure Beyond overseas expedition apart from young person's 14 years old and over provided they are (a) accompanied by a parent or guardian who accepts full responsibility for them and they are (b) fit, competent and deemed mature enough to complete the chosen itinerary. Adventure Beyond reserves the right to refuse a minor the right to participate in any of its overseas expeditions or on any booked activity once booked on a holiday, should they suspect a possible breach of conditions (a) or (b).

18.3. We reserve the right to decline the participation or attendance of any client whose fitness is such that in the opinion of the designated Adventure Beyond instructor, leader or vendor is unable to complete any activity, expedition or any part of a contracted itinerary. Should that person wish or be forced to make alternative accommodation and travel arrangements then AB will not be held liable any such costs that is incurred.

#### 19. Health and Safety:

19.1. All of our UK activities and overseas expeditions are risk assessed as part of our AALA licence obligations. However some of our overseas trips and expeditions involve travel to countries that do not achieve the same safety standard as the UK. On these trips the standard of accommodation, transport, hygiene and medical facilities may also be lower than that at home. Your booking is accepted on the understanding that you realise that participating in this type of holiday increases the risk of injury, disease, loss or damage to property, inconvenience and discomfort. In addition our expeditions often involve adventurous travel in mountainous terrain and other remote areas where immediate or continuous medical treatment is sometimes limited and below the standard of the UK.

19.2. A medical/emergency risk assessment is prepared for each travel country and the client will be asked to sign a declaration that they have been duly informed and notified of the risks involved for their travel destination. It is a condition of booking that the consumer has read and accepted the risk assessment relevant to their travel booking.

#### 20. Trip Objectives:

20.1. The client understands that all stated objectives outlined in any of our itineraries are to be treated as aims only. Adventure Beyond stipulates that while we have no contractual obligation to attain any such objective as outlined i.e. designated route or summit, we will strive to achieve our primary aim for each activity or expedition.

#### 21. Rental Equipment:

21.1. Clients must accept personal responsibility for any equipment rented or lent to them by Adventure Beyond and agree to pay for any loss or damage arising through misuse, carelessness or negligence.

#### 22. Client Responsibilities:

22.1. Clients must accept personal responsibility for any additional expedition expenses incurred through their own lack of punctuality, carelessness, competence, negligence, illness or lack of fitness. The client shall pay the vendor for any loss or expense the vendor may reasonably incur.

#### 23. Leader Instructions:

23.1. On all of our activities and expeditions it is necessary that all customers follow instructions and guidance given by the designated Adventure Beyond staff or leader providing that they are deemed reasonable and safe. The safety of our customer is of our paramount concern and the responsibility for any safety decisions ultimately rests with the allocated Adventure Beyond instructor or guide. All clients, or if the client is under the age of 18, their parent or guardian, will be asked to sign a declaration to the effect that they agree to carry out such reasonable requests by Adventure Beyond staff.

23.2. Should any client commit any illegal act within the statutory definitions of the UK or if abroad, the host country, or behave in a disruptive, threatening or abusive manner likely to cause any alarm, harassment or distress towards any person or in any manner likely to cause danger to another person or property, we may terminate your activity or travel arrangements without any liability on our part. Should this occur you may become responsible for your own travel arrangements home and we may make a claim against you to recover any costs incurred by us and may also initiate criminal proceedings.

23.3. We reserve the right to decline the attendance or send home at such cost to the client any client whose behaviour is such that in the opinion of the designated Adventure Beyond instructor, leader or vendor is unacceptable.

#### 24. Contracted Services:

24.1. If after booking we or our in country providers cannot fulfil our contract or any essential part of that contract with you, we will pay you appropriate compensation up to the maximum of three times your activity or expedition fees. However we will not be liable where such a failure is due to you, a third party unconnected with our company or where the failure is unforeseen, unavoidable or beyond our control as outlined in section 10.2. above.

24.2. If after booking we are unable to provide the contracted services as outlined above, you can either have a refund of all monies paid or accept an offer of an alternative activity or expedition of an equivalent nature in cost and standard from us. If this is not available or you agree to an activity or expedition of a lower standard then you will be refunded the difference in price.

24.3. If after departure on one of our expeditions or trips, we or our in country providers are unable to provide a significant proportion of the services we had agreed to provide as part of our contract with you, we will do our very best to make suitable alternative arrangements at the time. If such arrangements are not to your satisfaction or liking then please contact Adventure Beyond as outlined under our complaints section.

#### 25. Brochures or trip notes:

25.1. In view of the fact that our client information notes and brochures are by necessity prepared some time in advance, our advertised itineraries, facilities and excursions may be changed. Therefore changes may be made to the particulars contained in any of our advertising documents at any time before the contract with you is made. In these circumstances



we will notify you of such changes prior to confirmation of your booking. Our client information notes will be considered the most up to date of our supplied information, superseding the information held on our website or any publicised brochure and the information contained therein will be deemed to be part of the contract.

**26. Services such as accommodation, meals and special Requests:**

26.1. Details of standards and type of accommodation and meals will be outlined in any activity or expedition brochure or supplied by the vendor.

26.2. We will endeavour to accommodate any special dietary or rooming requests at the time of booking. We will consider any similar special requests as long as it is reasonable and we will tell you whether there is a charge for the request. We will guarantee any such requests that we charge for or that are confirmed in writing.

**27. Providers and suppliers:**

27.1. The vendor cannot accept full responsibility under these terms and conditions for its duly authorised providers and suppliers. All UK and overseas bookings must be accepted subject to the regulatory provisions or statute law relating to that supplier or provider. We will however act and do everything that is reasonably possible on your behalf should you incur any for loss or damage sustained as a result of any negligence by our providers or suppliers. Please be assured that our service providers will always do the utmost to ensure your safety and well being when engaged on your activity or expedition.

**28. Limitations of our liability.**

28.1. We are obliged to take reasonable care to provide you any service or facility that we advertise.

Should you wish to make a claim then you should evidence that reasonable care has not been evident in our provision of services or goods.

28.2. Baggage and personal effects brought onto any activity or expedition are at all times the responsibility of the consumer and we accept no liability for their damage or loss.

28.3. Adventure Beyond reserves the right for client orientated payment for any damage caused or inflicted by any deliberate act, negligence, recklessness or wilful omission to any property or equipment belonging to our company, its agents, suppliers or providers.

**29. Complaints:**

29.1. You should contact Adventure Beyond, preferably in writing, within 28 days of returning home. In the event that you do not tell us within that period then this may affect the company's ability to investigate complaints and may impact on the way that your complaint is dealt with.

**30. Law, Jurisdiction and disputes:**

30.1. The construction, validity and performance of this contract and any claim or dispute arising from or related to this contract is governed by the non-exclusive law and jurisdiction of the English, Scottish or Northern Ireland courts respectively, dependant on where the consumer booked their holiday, be it within England and Wales, Scotland or Northern Ireland (this includes Internet bookings).