

## **LOST EARTH ADVENTURES**

### **TERMS AND CONDITIONS OF HOLIDAYS AND ACTIVITIES THAT TAKE PLACE IN THE UNITED KINGDOM**

Please take the time to read these Terms and Conditions carefully, as they are written to protect your interests.

When you make a booking by paying us a deposit and we reply to accept your booking with a confirmation invoice a legally binding contract is made and you agree to accept all of these Terms and Conditions, you also acknowledge that you have read the trip's web page for your chosen trip. You declare that the information provided by you on the booking form is complete and true. We need a completed booking form for each person participating in one of our package holidays or activities. The following Terms and Conditions apply to all trips we provide in the United Kingdom:

In these Terms and Conditions the words 'Lost Earth Adventures', 'we', 'us' and 'our' mean or refer to Lost Earth Adventures Ltd. The words 'client', 'you', 'participant', 'your' and 'the lead name' mean or refer to any person who enters into a contract with Lost Earth Adventures. The words 'course', 'travel arrangements', 'expedition', 'event', 'holiday', 'tour', 'trip' or 'courses' mean or refer to any activity, transport, accommodation, package or service provided by Lost Earth Adventures. The words 'Travel Agent' mean any Agent through whom your booking with Lost Earth Adventures is made. The word supplier(s) is any person(s) or organisation(s) that supplies Lost Earth Adventures with services, activities or products. The words 'your party' or 'your group' mean or refer to any other person on whose behalf you book a holiday or course with Lost Earth Adventures.

#### **How to Book**

To make a booking you can contact us either by: Telephone, our Website or through an approved Travel Agent. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accept these Terms and Conditions on behalf of everyone in their party. You will need to pay a non-refundable

deposit for each person per trip. The lead name is responsible for the accuracy of any information provided. Lost Earth Adventures cannot be held liable for any problems that may occur from incorrect information that you provide.

### **Important**

You must arrive adequately prepared for a day spent outdoors. We will issue you with a kit list for your chosen course when you book. If you or any members of your group are insufficiently prepared we may refuse to take you and there will be no refunds given.

You should accept these Terms and Conditions only if you have carefully read and understood the contents. The moment we receive your deposit we start processing your application and, therefore, it is non-refundable. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accept these Terms and Conditions on behalf of everyone in their party. The lead name is responsible for the accuracy of any information provided. Lost Earth Adventures cannot be held liable for any problems that may occur from incorrect information that you provided.

Lost Earth Adventures and our suppliers take every precaution to ensure the safety of all participants. However, by undertaking a course organised by Lost Earth Adventures, you are assuming the risk of any injury, including death. Lost Earth Adventures and/or its employees, agents, subcontractors, suppliers and their employees cannot be held responsible for any injury caused to you, or by you to others, resulting from your failure to follow an instruction(s) or recommendation(s). It is your contractual obligation to Lost Earth Adventures and our suppliers to at all times act in a safe, responsible and courteous manner, comply with all safety procedures, listen and be present at all safety and information briefings; to immediately inform your instructor or any other person responsible for the provision of your activities of any equipment or site deficiencies or any other concerns relevant to the safety of you as an individual or the group as a whole; and to dress and/or equip yourself suitably for any event or activity as advised by Lost Earth Adventures or any other individual

responsible for the provision of your activities. Your booking is accepted on the understanding that you realise the hazards involved in this type of course including death or injury. The obligations of our suppliers providing any service or activity included in your course are to use reasonable skill and take reasonable care when providing such services and activities. You must demonstrate that reasonable skill and care has not been used if you wish to make any claim.

Under no circumstances can Lost Earth Adventures or our suppliers be responsible for you missing the start of a course. We will not refund any money to you or pay you any compensation. You will not receive any money back for activities that you missed. On open group events; our courses start promptly and if you haven't arrived on time the rest of the participants may have departed and it may not be possible or safe for you to catch up with them. On private courses the instructor will wait for you to arrive but your course will still finish at the same time it was supposed to. If you arrive too late it may not be possible to do the activity at all.

### **Tour Leader Authority**

You agree to abide by the authority of the tour leader, who represents Lost Earth Adventures. The decision of the tour leader as to the conduct, itinerary and objectives of the tour is final. If, in the opinion of the tour leader, your behaviour or physical condition is putting the wellbeing of other people at risk, or if the tour leader considers your general wellbeing to be at risk by continuing the tour, or if you are caught breaking the local law, you may be asked to leave the tour without the right to any refund for unused services the person(s) concerned will be required to leave the accommodation and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. Only Lost Earth Adventures clients can use the accommodation that we provide for you. You are not permitted to let anyone else stay in your room. You are responsible for the cost of any damage caused to your accommodation, its contents and any other item you damage or lose whilst on one of our trips. These charges must be met by you and have to be paid locally. You accept that you may not participate in part of

the itinerary if you are late for an activity or part of your travel arrangements. If you miss a transport connection you will be responsible for catching up with the group and all costs associated with rejoining the group. You must not do anything or fail to do anything that is reasonably likely to bring Lost Earth Adventures into disrepute.

Lost Earth Adventures or our suppliers will not be held liable nor accept any responsibility for any injury, death or problem that occurs while you are under the influence of alcohol or drugs. We have a zero tolerance policy towards drugs.

### **Medical Conditions**

It is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect you or other people's enjoyment or safety of the event. In order to make your booking, you confirm that you and all of your party are fit to join this event. Your booking is accepted on the understanding that you realise and accept any risks and hazards potentially involved in the event you have chosen and that you are mentally and physically capable of undertaking your chosen event. If, in our reasonable opinion, your chosen event is not suitable for your medical condition or disability we reserve the right to refuse your booking.

### **Mountain Biking**

Lost Earth Adventures and/or its employees, agents, subcontractors, suppliers and their employees cannot be held responsible for any injury caused to you, or by you to others, resulting from your control of a bicycle. If bringing your own bike you must ensure that your bike is suitable for off-road use and is in safe working condition prior to attending a course or guided ride provided by Lost Earth Adventures. Cycle helmets must be worn at all times. You may wish to wear additional protection such as elbow and knee pads. If you do not feel comfortable riding the terrain where we have brought you then you must mention this to your instructor or guide immediately and remember that you always have the option to walk.

## **Acceptance of Booking and Final Payments**

When you make a booking with us you will be given the dates when payments are due. You must make all payments by their due date. If we do not receive all payments due in full and on time we reserve the right to treat your booking as cancelled by you and retain all deposits and monies paid, or due at that time. When you receive the confirmation of booking invoice or email please check the details carefully and inform us immediately if anything is incorrect.

## **If You Cancel Your Event**

You, or any member of your party, may cancel your travel arrangements at any time. If you cancel a trip after making a booking you will lose some or all of the money you have paid for the trip, even if the circumstances are beyond your control. Cancellation charges as shown below will be applicable.

Between 61 or more days before your event: 20% of the event cost

60 days or less before your holiday (or failure to join the holiday): 100% of the event cost

If you are booking a tailor made trip or a private event as opposed to joining a set departure/open group event then the price we quote you will be based on the amount of people you have in your group. If anybody in your group fails to pay any money due for the event or your participant numbers drop after paying us a deposit the price may increase for the remaining members of the group.

You must check that your chosen holiday or activity has reached the minimum numbers required and is guaranteed to run before paying for your transport connections, accommodation or any other item or service related to your holiday or activity. Please contact our office to see if it is guaranteed to run or not. We cannot be held responsible for any non-refundable costs you incur should we be forced to cancel your trip.

If you leave a trip for any reason after it has commenced we will not make any refunds for unused services.

### **Your Financial Protection**

In accordance with “The Package Travel, Package Holidays and Package Tours Regulations 1992” all passengers booking with Lost Earth Adventures are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Lost Earth Adventures

Lost Earth Adventures has financial failure protection insurance for packages that do not include flights. This insurance has been provided by Travel Vault and arranged by Advantage Financial Services Ltd who are authorized and regulated by the Financial Conduct Authority registration number 308337.

Underwritten by: Affirma, a trading brand of MGA Cover Services Limited, registered address Farren House, The Street, Farren Court, Cowfold, West Sussex, RH 13 8BP, company registration: 08444204 (authorized and regulated by the Financial Conduct Authority registration number 678541) and insured under binding agreement with CBL Insurance Europe DAC, 13 Fitzwilliam Street Upper, Dublin 2, Ireland, company registration: 218234 who are authorized and regulated by the Central bank of Ireland (membership: C33526) and registered with the Financial Conduct Authority registration number 203120.

This policy is effected in England and is subject to the Laws of England and Wales and the certificate can be provided upon request.

For further information please go to Travel Vault’s website.

There is no requirement for Financial Protection of day trips, and none is provided.

## **Force Majeure**

In these Terms and Conditions 'force majeure' means any event that we, or the supplier of the services in question, could not foresee, or avoid, even with all due care. Such events include, but are not limited to war, the threat of war, riot, civil strife, industrial dispute, hostilities, political unrest, government action, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions or other unforeseen circumstances.

## **Changes in Itinerary after the Start of the Tour**

We reserve the right to change an itinerary after the trip commences due to local circumstances or events outside of our control or anything amounting to force majeure. In such emergency circumstances you will pay for the additional cost of any necessary itinerary alterations. If due to force majeure or any other circumstance beyond our or our suppliers' control we have to cut short your holiday no refund or compensation will be made for any unused hotel accommodation, hire equipment, or any other unused service or feature of the trip.

## **Weather**

If the weather makes it unsafe to do an activity we will offer you a replacement activity. Under no circumstances will we refund money due to bad weather. The reason for this is that we still have to pay all our instructors and their fuel for the day plus all the administrative costs before the day takes place. Due to the fact we are a guiding company we don't have any other tasks to set the instructors for the day. The weather in the UK changes a lot and we cannot control it. If we cancelled every time there was a threat of rain we'd never go out, so we need to see what's happening on the day and make a judgement. We will always provide something fun for you to do. If you are booked to go canyoning or gorge walking and the river is flooded we may take you rock climbing, abseiling or caving instead. If the cave you are supposed to be exploring is too dangerous we will either take you to another cave or take you rock climbing or abseiling. Sometimes mountain biking is also possible. You may have to pay any extra costs incurred. Where and what we take you to do will depend on what qualifications the instructor has that is with you. If we

have to cancel an activity after it has started due to the weather making it dangerous, for example lightening whilst climbing a mountain or heavy rain whilst in a canyon we will not refund any money and it may not be possible to offer a replacement activity due to time constraints. We always have your best interest at heart and will always try to do the best in any situation.

### **Photos and Marketing**

You consent to us using still and video images of you taken during the course for advertising and promotional purposes in any medium we choose. You consent to us using any written feedback you give us in any form of marketing we choose.

### **Equipment**

Sometimes we provide you with equipment for your adventure with us. This may be specialist clothing or a bicycle or an ice axe or something else. Sometimes there is a charge for you to borrow equipment and sometimes we lend equipment free of charge.

If we provide you with equipment then you must return it in the same condition that it was provided to you. Therefore you are responsible for checking any equipment thoroughly. You must inform a Lost Earth Adventures representative immediately if there is a problem or breakage with the equipment at the time we give it to you. If at the time you return the equipment there is a breakage that was not declared at the time when we gave it to you then we will charge you for all costs incurred to repair or replace the equipment.

### **Complaints Process**

If you have any complaint during your expedition you must inform your tour leader, if you are not happy with their response then call our office in the UK immediately. If you are not happy with the action in response please contact us within 28 days of the last day of your trip by writing to us. If you do not give us the opportunity to resolve any problem locally by reporting it to us then we

will have been deprived of the opportunity to investigate and rectify your complaint during your holiday and this may affect your rights under this contract. Agents and representatives, other than a Director of Lost Earth Adventures are not entitled to promise refunds for whatever reason, and Lost Earth Adventures will not be bound by any such promises. We will acknowledge a complaint within 7 days of receipt.

## **Transport**

Lost Earth Adventures' liability will also be limited in accordance with and/or in an identical manner to any relevant International Convention (for example, the Geneva Convention in respect of carriage by road, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation) which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Where public transport (including taxis) is used we cannot be held responsible or liable for its standards or any damages, loss, injury, or death incurred during the use of such transport.

## **Our Suppliers**

Occasionally our suppliers will need you to sign an 'Acceptance of Risk' form prior to accepting your participation for an activity or service. The purpose of the form is to indemnify the supplier and Lost Earth Adventures from any claims made by you for incidents arising due to circumstances outside the supplier and Lost Earth Adventures reasonable control. You may request a copy of the applicable form by contacting us. Please allow 28 days for any form to be emailed to you.

## **About these Terms and Conditions**

These Terms and Conditions and any contract to which they apply, are governed in all respects by English Law. They shall be subject to the exclusive

jurisdiction of the courts of England. If any part of these Terms and Conditions is determined by a court to be unenforceable, the remainder of the Terms and Conditions shall be unaffected and shall continue in full force and effect. All communications relating to this contract must be from the Lead Name in writing and in English and delivered by hand, email or sent by recorded delivery post to Lost Earth Adventures, 3 New Street, York, North Yorkshire, YO1 8RA

Clients booking by telephone will be deemed to have read these Terms and Conditions. Should there be a discrepancy between the information in the brochure and the website, then the information on the website supersedes that in the brochure and will be considered the most up-to-date and accurate.

These Terms and Conditions may only be waived or amended by a Director of Lost Earth Adventures. Such waivers or amendments will only be made in special circumstances, and must be made in writing to be effective.

The above terms and conditions are for our UK activities and trips. If you are travelling abroad with us then you must read the terms and conditions on this page.

**Lost Earth Adventures**

**3 New Street**

**York**

**North Yorkshire**

**YO1 8RA**

**01904 500094**

**Email: Lost Earth Adventures**

**[www.lostearthadventures.co.uk](http://www.lostearthadventures.co.uk)**