

The Adventure Running Company – Terms & Conditions – Overseas Trips

1 Definitions

1.1 The Adventure Running Company means Samantha Brooks & Nikki Barnard, 5 Four Limes, Wheathampstead, Hertfordshire, AL4 8JN; info@theadventurerunningcompany.com

1.2 Customer means the person for whom The Adventure Running Company has agreed to provide the trip.

1.3 Trip Cost means the amount in sterling stated on the booking form, being the cost to the Customer of the trip.

1.4 Information Document means the information provided by The Adventure Running Company which sets out and provides details of the trip.

2 Liability

2.1 The Adventure Running Company will provide the trip using reasonable skill and care.

2.2 Where any part of the trip is provided by any third party, The Adventure Running Company will use reasonable skill and care in selecting such other third party, but shall not be liable to the Customer for the performance of the third party and/or for any loss or damage, whether of a personal nature or to the Customer's possessions, caused by the third party.

2.3 The trip by its very nature has inherent risks of personal injury and damage to health which the Customer recognises and accepts in joining the trip.

2.4 The Customer travels and takes part in the trip entirely at his or her own risk and The Adventure Running Company shall not be liable to the Customer by reason of any representation or implied warranty, condition or other term, or any duty, in contract or common law, for any loss of profit or any consequential loss of any kind howsoever caused and whether caused by The Adventure Running Company or any other party engaged by The Adventure Running Company to assist in the trip.

2.5 The Adventure Running Company gives no warranty as to the ultimate success or otherwise of the trip, as this can be dependent upon numerous external factors, such as weather or mountain conditions, over which The Adventure Running Company has no control.

2.6 The Adventure Running Company shall not be liable for any delay to or cancellation of the trip due to any reasons beyond its control, or for any damage to the Customer's property howsoever caused.

2.7 The liability of The Adventure Running Company to the Customer is limited to the Trip Cost.

3 Insurance

3.1 The Customer agrees to take out adequate insurance at his own expense and will provide a copy of his/her insurance schedule as evidence to The Adventure Running Company that such insurance has been taken out by him/her for the trip.

3.2 The Customer shall be fully responsible for ensuring that the insurance taken out by him/her covers all the risks which the Customer, at his sole discretion, considers are necessary to be covered in respect of the trip inclusive of all travelling associated with the trip.

4 Payments

4.1 The Customer shall pay the Trip Cost to The Adventure Running Company.

4.2 The Trip Cost includes significant elements that are payable by The Adventure Running Company in currencies other than sterling. These elements are priced using an exchange rate of £1 to \$1.25 and £1 to €1.15 as applicable. If exchange rates or operational costs change by more than $\pm 5\%$, then The Adventure Running Company reserves the right to amend the cost accordingly, either upwards or downwards as required.

4.3 A deposit of 15% of the Trip Cost, shall be paid to The Adventure Running Company at the time of booking.

4.4 If a special low-rate deposit is offered, an amount of 15% less the initial deposit is due six months prior to the commencement date of the Trip.

4.5 Payment of the final balance of the Trip Cost is due three months prior to the commencement date of the Trip.

4.6 All monies paid in advance of the Trip will be held by The Adventure Running Company in a separate account.

5 Cancellation Policy

5.1 In the event of the Customer cancelling and/or withdrawing from the Trip for any reason whatsoever (except solely cancellation by The Adventure Running Company), the following shall apply.

5.2 Following payment of the deposit, the deposit will be fully non-refundable in all circumstances.

5.3 If the Customer cancels or withdraws more than three months before the Trip start date, a full refund less the deposit will be given.

5.4 If the Customer cancels or withdraws more than two months before the Trip start date, a refund of 75% of the Trip Cost less the deposit will be given.

5.5 If the Customer cancels or withdraws more than one month before the Trip start date, a refund of 50% of the Trip Cost less the deposit will be given.

5.6 If the Customer cancels or withdraws more than two weeks before the Trip start date, a refund of 25% of the Trip Cost less the deposit will be given.

5.7 If the Customer cancels or withdraws less than two weeks before the Trip start date and the Trip start date itself, or at any time after the Trip start date, then no refund of the Trip Cost will be given.

5.8 If it becomes impossible or inadvisable to run a Trip or travel to a Trip, either for The Adventure Running Company staff or for any Trip participants, due to events beyond our control, The Adventure Running Company reserves the right to cancel a Trip and withhold monies paid to cover irrecoverable costs. Trip participants should ensure they are insured for such eventualities. Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, natural or nuclear disasters, fire, health risks, unavoidable and unforeseeable technical problems with transport, closed or congested airports or ports, actual or potential severe weather conditions, the imposition of sanctions or other Governmental action and any other similar events.

6 The Adventure Running Company reserves the right to make changes to the itinerary of the Trip if this becomes necessary for any reason.

7 These terms and conditions and the signed disclaimer together represent the entire agreement between the parties and together supersede any other offers, representations, agreements or the like whether written or oral and may not be varied except in writing between the parties.

8 Should any part of these terms and conditions and the disclaimer be held unenforceable in law then that part may be omitted and the rest of the terms and conditions and the disclaimer shall still apply.

9 The law of these terms and conditions and the disclaimer is English Law and the English Courts shall have exclusive jurisdiction with regard to all matters arising from them.

The Adventure Running Company – Disclaimer by Customer

1 I (the Customer) confirm that I am over the age of 18.

2 I confirm that I have read and understood the Terms and Conditions of The Adventure Running Company as provided which, together with the provisions of this Disclaimer, comprise the entire agreement between myself and The Adventure Running Company in respect of the Trip.

3 I agree to be bound by and obey all rules, regulations, terms and conditions specified by The Adventure Running Company during all aspects of my participation or involvement with the Trip including, without limitation, everything contained within this Disclaimer, the Terms and Conditions of The Adventure Running Company and any other applicable safety rules as may be specified from time to time.

4 I acknowledge that I owe a duty to myself and others whilst engaging in the Trip to ensure that I do not take any action or step or do or fail to do anything so as to endanger my safety and/or the safety of others.

5 I confirm that I will not attempt to repair, modify or tamper with any equipment provided to me for any purpose whilst engaging in the Trip. I further confirm that I will comply with all instructions and any directions issued by The Adventure Running Company or any other authorised leader in relation to the safe and proper use of such equipment.

6 I acknowledge that engaging in the Trip can be physically and mentally demanding and may place me at risk of physical and/or mental harm. I confirm that I am in good health and know of no reason, physical or mental, why I should be unable to participate in the Trip and engage in the activities comprised therein or would otherwise be advised by a competent medical professional not to engage in the Trip.

7 I acknowledge that engaging in the Trip may be dangerous and may place me and my fellow team members at risk of physical and/or mental harm. I therefore recognise that my participation in the Trip is entirely at my own risk and that I will assume all risks of loss, damage, injury or death which may arise and/or be sustained.

8 I acknowledge that for any reason I choose to abandon from the trip I must notify the Mountain Leader responsible for myself as soon as possible. Any mode of transportation, (as an example taxis, public transport or cable car lifts) along with any subsequent accommodation required and food as a result of departure from the trip early, shall be paid for by the customer.

9 I acknowledge that no guarantee can be given that the Trip will achieve its ultimate goal as this can be affected both by personal factors, such as my health and physical ability, and also by external factors, such as weather and mountain conditions.

10 I confirm that The Adventure Running Company is entitled at any time and for any reasonable reason to refuse to allow me to continue to participate in the Trip.

11 I acknowledge and agree that I will not hold The Adventure Running Company or any other company which The Adventure Running Company has engaged to assist in the Trip (together the "Parties") liable for any illness, loss, injury or death sustained before, during or after my participation in the Trip and that I irrevocably indemnify and hold the Parties harmless from and against all costs and expenses (including legal costs), actions, proceedings, claims, demands and damage arising from a breach by myself of the undertakings contained herein or arising from any act or omission of myself.

12 Without prejudice to paragraph 9 above, I further acknowledge and agree that under no circumstances will any of the Parties be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by myself or any other and/or related third party (including my employer if applicable) including, but not limited to, loss of earnings, profits, business

or opportunity or any other sort of economic loss.

13 I confirm that I understand the necessity to take out adequate insurance, to cover both personal injury and property, at my own expense in order to participate in the Trip, especially to cover the needs of air rescue from any location connected with the Trip, and that I will be solely responsible for obtaining and maintaining such insurance to cover all relevant risks of my participation in the Trip.

14 Subject to the Cancellation Policy set in The Adventure Running Company Terms and Conditions, I confirm that I understand that all and any monies paid to The Adventure Running Company are non-refundable (except at the sole discretion of The Adventure Running Company) should I be unable to or decide for any reason not to participate in or continue with the Trip, or should I fail to arrive at the notified Trip rendezvous place, and that I am responsible for taking out any necessary insurance to cover against any loss incurred by me due to my having to cancel or withdraw from the Trip and/or not being able to participate in or continue with the Trip for any such reasons.

15 I confirm that it is my responsibility to arrange and pay for all travel costs and accommodation (except as expressly stated as included within the Trip Cost) and to ensure that I arrive at the notified Trip rendezvous place by the date and time designated. If I arrive late then it will be entirely my responsibility and at my cost if I choose to attempt to join the Trip late. I confirm that it is my responsibility to take out all necessary insurances against all and any matters relating to such travel including, without limitation, insolvency of any flight provider, cancelled flights and delays, and loss of and damage to my property.

Acceptance

I, the undersigned, hereby acknowledge that I have read and understand the above The Adventure Running Company Terms and Conditions and The Adventure Running Company Disclaimer and hereby acknowledge my acceptance of the same by signing below.

Trip:

Dates:

Name:

Signed:

Date:

June 2020