



## BOOKING CONDITIONS

The expeditions are offered by OneLife Adventure which is a business based in the UK whose address is 1 Beaumont Street, Todmorden, Lancs, OL14 5JZ, Great Britain ("OneLife Adventure") in conjunction with various other parties, agents and suppliers as outlined in this document. The following conditions, together with the information set out in the brochures and fact sheets, will form part of your contract with the OneLife Adventure.

### 1. BOOKING YOUR EXPEDITION

The quickest way to book the expedition of your choice is to telephone OneLife Adventure on 0161 265 5799 or by email [info@onelifeadventure.co.uk](mailto:info@onelifeadventure.co.uk). We will check space and immediately advise you of availability. The offer will then be made to take an option for 48 hours to consult with your family and friends or, alternatively, to make the booking firm at that time. All options will be released automatically in the event that you do not contact us again to confirm the Booking within the required period. Once you have decided to book, we will then request a cheque or bank draft to confirm the booking with a non-returnable deposit of twenty percent (thirty percent if OneLife Adventure books flights for you) of the total cost of the expedition. You will be asked to post Section 1 of your Booking Form directly to the office at the address above together with your deposit to confirm the booking and accept the terms of booking. Upon receipt of this, your booking is firm and the cancellation policy applies. We will then send you a written acknowledgement and confirmation of booking setting out payment arrangements

**Late bookings within eight weeks of travel.** If you are booking within eight weeks of departure then the full amount is due at time of booking. We may not be able to give on-line immediate confirmation of your expedition but may need to call you back after faxing our suppliers.

**Special requests** should be made at the time of booking and then indicated on the Booking Form or made in writing. Every endeavour will be made for any special requests to be met, but I cannot guarantee that they will be, nor will OneLife Adventure, be liable if special requests are not met.

**All correspondence** and other communications will be sent direct to the first person named on the Booking Form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

**The balance** (where relevant) is due eight weeks before departure.

**Single supplement prices** will be quoted on an individual basis, according to the programme chosen.

**Child prices** will be quoted on an individual basis, according to the programme chosen. A child is deemed less than 16 years of age at time of departure.

### Amendments and cancellations

#### (a) Amendments by you.

OneLife Adventure will make every effort to assist you if you wish to alter your arrangements. Requests for an amendment must be in writing and sent to OneLife Adventure and, signed by the signatory of the Booking Form. An administration charge of £25 per person is made to amend your Booking once booked, plus any additional costs incurred by the change. Cancellation charges may also apply if changes occur within the designated period. (See table below.)

#### (b) Cancellation by you.

All cancellations must be advised in writing, signed by the signatory of the Booking Form and sent to OneLife Adventure. Cancellations are effective on the day they are received by OneLife Adventure. The following cancellation charges will be payable, depending on the number of days prior to departure when OneLife Adventure received your notice of cancellation.

Days prior to departure date when written advice of cancellation received	% of Expedition Price Payable
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Greater than 57 days	Deposit Forfeit
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56 - 40 days prior	30%*
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39 - 20 days prior	60%*
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19 – 14 days prior	90%*
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Less than 14 days	100%
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\*or deposit if greater

### (c) Amendments by OneLife Adventure

Great care is taken to ensure that the descriptions, information and prices given in our brochures and any of the supplementary information are accurate at the time of publication. Changes can occur, though, and OneLife Adventure reserves the right to advise you of a change, including a change of price, before accepting your booking. After a Booking Confirmation and Receipt has been issued, OneLife Adventure shall make every effort to procure that the expeditions shall be operated as advertised. In very rare circumstances, OneLife Adventure may have to modify an event or an expedition before you depart. If the modification is significant (that is, if it is a change of flight time by more than 12 hours, a change of destination or a change to a lower standard of accommodation), OneLife Adventure will notify you as soon as practicably possible and offer you three choices. You may accept the modification, you may change your booking to another available departure date or you may cancel and receive a full and prompt refund. If you choose another departure, which is more expensive you must pay the difference, but if it is cheaper, you will receive an appropriate refund. The above does not apply to cases of force majeure. Force Majeur means unusual and unforeseeable circumstances beyond OneLife Adventure's control, the consequences of which neither OneLife Adventure nor its suppliers or agents could avoid, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions and level of water in rivers. If there is a minor modification before you depart (that is, any change not included in the definition of a significant modification set out above), OneLife Adventure will try to notify you, although it is not obliged to do so, nor is it obliged to pay any compensation. If OneLife Adventure becomes unable to provide a significant proportion of your expedition after it has commenced, suitable alternative arrangements will be made for you at no extra charge to you or, alternatively, you will be returned to your point of departure and given a pro-rata refund for ground arrangements not received.

### (d) Cancellation by OneLife Adventure.

If you fail to pay the balance of price for your chosen event or expedition at least six weeks before departure, OneLife Adventure will treat your booking as cancelled and levy the cancellation charges set out in paragraph 2(b) above. If OneLife Adventure or any of its authorised representatives is obliged to cancel your expedition in any other circumstances before departure, for example if insufficient numbers book, OneLife Adventure will use its best endeavours to ensure that you are offered alternative arrangements of a comparable standard or will ensure that you are given a full and prompt refund. 'Insufficient numbers' is defined as too few bookings being taken to make the operation financially viable in the advertised form.

## 2. RESPONSIBILITIES OF ONELIFE ADVENTURE

OneLife Adventure applies all reasonable checks to ensure that those involved in the preparation and provision of your expedition maintain the appropriate standards. The description, information and opinions given in brochures and supplementary information by OneLife Adventure in respect of the hotels, restaurants and other suppliers whose services are used are given in good faith, based on the latest information available at the time of going to print.

(a) Subject to paragraphs (c), (d) and (f) below, OneLife Adventure accepts responsibility if you suffer personal injury, illness or death as a result of an activity which forms parts of the expedition you book with OneLife Adventure.

(b) Subject to paragraphs (c), (d), and (f) below, in any case other than where you suffer personal injury, illness or death, the Event Organiser accepts responsibility if the arrangements which OneLife Adventure has agreed to provide are not as described in the brochures and are not of a reasonable standard ('a deficiency'). If there is a deficiency, OneLife Adventure will, in its absolute discretion pay you reasonable compensation taking into account your individual circumstances.

(c) OneLife Adventure's acceptance of liability in paragraph (a) and (b) above does not apply where there has been no fault on the part of OneLife Adventure nor any of its suppliers because the cause of the deficiency or your personal injury, illness or death was your own fault, the action of one of the other expedition members in your party, the action of someone unconnected with the event or expedition booked with OneLife Adventure or one which neither OneLife Adventure nor its suppliers could anticipate or avoid even exercising all due care.

(d) Notwithstanding any other provisions of this clause, OneLife Adventure's liability and/or the amount of compensation payable by OneLife Adventure is limited in accordance with relevant International Conventions as amended.

(e) If you suffer personal injury, illness, death or a deficiency in circumstances where OneLife Adventure has not been negligent, OneLife Adventure will nevertheless, where appropriate and with reasonable discretion, afford initial general assistance to you if you are in difficulty and request such assistance within 90 days. Expenditure by OneLife Adventure will not exceed £5,000 per Booking Form and such expenditure shall be recovered by OneLife Adventure by way of your personal travel insurance. Death or personal injury which is suffered due to the negligence of OneLife Adventure is not subject to any limitations or restrictions.

(f) OneLife Adventure's acceptance of liability in this clause is conditional upon you assigning to OneLife Adventure all rights you have against any third party in any way responsible for personal injury, illness, death, deficiency or difficulty in question and upon you giving your full co-operation to OneLife Adventure and/or its insurers.

(g) any information or advice provided by OneLife Adventure on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, destinations or money, etc is given in good faith but without responsibility whatsoever on part of OneLife Adventure. The client accepts responsibility for obtaining all the necessary travel information and documentation required for the expedition

## 3. YOUR RESPONSIBILITIES

**Passports and Visas:** Where relevant, general information concerning passport, visa and health requirements will be sent to you with the Booking Form. Please note, however, that such requirements are subject to change and you must check current requirements before departure. It is your responsibility to obtain all documents required for your expedition. OneLife Adventure cannot be liable if you fail to do so and you will be responsible for meeting any further costs incurred as a result of such failure. No exception will be made from cancellation charges effected as a result of cancellations due to incorrect passport or visa documentation.

**Travel insurance:** You are responsible for arranging your own travel insurance, which should be a comprehensive policy and cover all risks. If you do not already have your own policy, I will be happy to assist you with obtaining suitable insurance cover. Details of your insurance cover must be detailed on the Booking Form. We will require a photocopy of your insurance. We will not accept Bookings without suitable insurance cover that includes emergency air-rescue/medical repatriation.

**Travel to and from Dover** or other UK departure points and across other countries to expedition joining points is not included as part of our itineraries, nor included in the price on own 4x4 packages. When you opt to arrange flights or alternative transport options, those are not included in the package OneLife Adventure provides.

**Currency fluctuations and guide prices:** All prices and the detailed itineraries are quoted in Pounds Sterling and include VAT where applicable. For events taking place outside the UK, for which we may have paid local suppliers in their local currency, the Sterling equivalent will have been based on the current rate of exchange. Prices are rounded to the nearest whole £. Rates of exchange may be subject to considerable fluctuation during the long validity of our programs. In the event that any such fluctuation causes us to increase any of the quoted prices, we will inform you of such increases at the time of booking. If any price increases become necessary between the time of booking and final payment then the following will occur:

- (a) If the **price increase** is 2% or less, we will absorb the increase and there will be no alteration to the price of your expedition.
- (b) If the **price increase** is more than 2% you will have the right to choose another expedition (subject to availability) which is at a more acceptable price or to accept a full refund, should you wish to do so.

**Authority on trip :** By signing the booking form you agree to accept the authority and decisions of our employees, tour leaders, agents or suppliers during the expedition.

**Acceptance of risk :** Your booking is accepted on the understanding that :

- a. you are aware of that the expedition, in addition to the usual dangers and risk inherent has certain additional dangers and risks, some of which may include: physical exertion for which you may not be prepared, weather extremes subject to sudden and unexpected change, remoteness from the normal medical services and evacuation difficulties if you are disabled.
- b. you acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travelling and undertaking activities beyond the levels of safety at home or work, and that these inherent risks contribute to such enjoyment and excitement, being a reason for your participation.
- c. you acknowledge that the nature of this type of travel requires considerable flexibility and you must allow for alternatives. The outline itinerary provided for each expedition is only an indication of what each group may accomplish and does not form a contractual obligation on the part of OneLife Adventure.
- d. you understand that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without notice due to local circumstances or events, such as sickness, mechanical breakdown, flight/ferry cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseen circumstances. No refunds will be given for services not utilised. Any additional costs such as flights, additional hotel accommodation, ground transportation or shipment, will be your responsibility and must be paid for directly at the time.
- e. activities on some expeditions carry inherent risks and if you are participating in such activities you may be asked to sign an additional form.

#### **Clients booking from outside the UK**

We will, if requested, be able to provide you with an indication of a quoted guide price in your local currency, using the then prevailing exchange rate. Any such indication will be given as a guide only and will not be binding on OneLife Adventure under any circumstance. The rates of exchange are outside our control and I do not accept responsibility or liability for them.

You are responsible for checking-in for flights and ferries at the correct time and for presenting yourself to take up all pre-booked components of your expedition. OneLife Adventure cannot accept responsibility for customers missing flights or ferries as a result of late check-in or delayed flights or ferries and no refund or credit will be given.

#### **4. AIRLINES, FERRIES AND OTHER SUPPLIERS**

(a) Between you and the suppliers of the transport, accommodation and other components making up your event or expedition, the conditions of the supplier will apply. These conditions may (where relevant) be subject to International Conventions, which may limit, and/or restrict the suppliers' liability.

(b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time, and in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other modes of transport are estimates only and cannot be guaranteed. OneLife Adventure is not liable for any delay and cannot itself make any special arrangement in the event of a delay. However, most international carriers use their best endeavours to arrange appropriate meals, accommodation etc.

#### **5. IF YOU HAVE A PROBLEM**

(a) All of the expeditions are hosted by a representative of OneLife Adventure. If you are unhappy with any aspect of the arrangements while you are on an expedition, you should address your complaint immediately in the first instance to the representative and to the management of the hotel or other supplier whose services are involved, so that OneLife Adventure will have an opportunity to correct the matter during your stay. If you fail to do so, any rights you may have will be reduced or even extinguished.

(b) If the problem cannot be resolved locally and you wish to complain, full details must be sent to OneLife Adventure in writing by Registered Post to arrive within 30 days of your return from your event or expedition. In the rare event of a dispute, which cannot be settled amicably, it may (if you wish) be referred to arbitration under a special scheme, which is administered quite independently by the Chartered Institute of Arbitrators. The scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone, with restricted liability on holidaymakers in respect of costs. The scheme does not apply to claims for an amount greater than £4,000 per person or £16,000 per Booking Form, neither does it apply to claims which are solely or mainly in respect of personal injury or illness. Applications for arbitration under this scheme must be made within nine months of the date of return from the expedition, but in special circumstances it may be offered outside this period.

(c) This contract and any matters arising from it are governed by the laws of the UK and are subject to the jurisdiction of the Courts of the UK.