



# TERMS AND CONDITIONS

The following booking conditions, together with the information set out on the relevant Tour page of the Life Happens Outdoors website, and in the Life Happens Outdoors guidebook of each Tour available for download on the Tour page or sent by e-mail, will form the contract between you and us for your adventure holiday with us. Please consult the guidebook available on the website or sent to you by e-mail of each Tour for a detailed breakdown of the itinerary, inclusions and exclusions for each specific Tour.

In this contract, a reference to "you" and "your" includes the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made. If the lead-named person or any individual covered by this contract is below the age of 18, it is essential that a parent or legal guardian submits in writing their consent and acknowledgment that they are entering into this contract on behalf of the named minor.

We are Life Happens Outdoors Ltd. of Flat 27 Montrose Building, 4 Malthouse Road, London, England, SW11 7BX.

## 1. Definitions

In this agreement, the following definitions apply unless the context requires otherwise:

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|-----------------|--|
| “Meeting Point” | means the place specified by us in the Tour Pack as the place we will meet and start your adventure holiday.   |
| “Start Date”    | means the date on which we meet to start your adventure holiday.   |
| “Tour”          | means an adventure holiday sometimes referred to as an “Adventure Trip”, “Adventure Holiday”, “Expedition” or “Course” organised by Life Happens Outdoors Ltd. as defined by the guidebook of the Tour and available to view and download on the webpage of each Tour. |

- “Tour Pack” means whatever documents we send to you in hard or soft copy to provide information about your Tour including the guidebook, pre-trip email communication, trip forms and these terms and conditions.
- “Promo Code” means a coded combination of letters and numbers, provided at our discretion, that renders a promotional discount on the purchase price of a Tour.

## **2. What is in the adventure holiday**

### **2.1. The following items are included:**

- 2.1.1 travel from the Meeting Point to your return to the departure point (which is likely to be the same place);
- 2.1.2 accommodation and all meals (unless otherwise stated in the itinerary);
- 2.1.3 drinking water;
- 2.1.4 services of one or more leaders;

### **2.2. The following items are not included**

- 2.2.1 travel to the Meeting point and from the Departure Point;
- 2.2.2 all other costs incurred before you board transport at the Meeting Point and after you return to the departure point;
- 2.2.3 travel insurance, cancellation insurance, medical insurance or any other insurance personal to you;
- 2.2.4 passport and visa costs;
- 2.2.5 vaccinations and medication, before, during and after the Tour;
- 2.2.6 food and drink over and above what we include in the Tour;
- 2.2.7 gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

- 2.2.8 any items listed under the “exclusions” section of the relevant Tour page and/or in the Tour guidebook.
- 2.3. A comprehensive list of Tour-specific inclusions are found on the relevant Tour page and in the Tour guidebook.

### **3. Booking your adventure holiday**

- 3.1. You can book at any time after our Tour page is published on the website [www.lifehappensoutdoors.com](http://www.lifehappensoutdoors.com). Upon your written or oral request, we will hold a provisional booking for seven days to allow you time to send us your deposit or, if paying by instalments, to accept the terms and conditions of your instalment plan. We follow this strictly because many adventure holidays are booked up fast. When we receive your deposit, we will send you a confirmation invoice which confirms your booking. The contract between us comes into existence at that time. You undertake to pay for the adventure holiday you have booked and we undertake to provide you with the holiday we describe in the guidebook and on the relevant Tour page of the website.
- 3.2. Once a booking deposit is received it is not refundable at any time or for any reason. We advise participants to purchase “any reason” cancellation insurance. Exceptions highlighted in Schedule 8 (Changes and Cancellations by Us) apply.
- 3.3. If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.
- 3.4. If you are the parent or legal guardian of a named attendee under the age of 18, we shall take that you have the authority to enter into the contract on the basis of these booking conditions and that you have agreed to be liable to us.
- 3.5. If you are the parent or legal guardian of a named attendee under the age of 16, we shall take that you have the authority to enter into the contract on the basis of these booking conditions and that you

have agreed to be liable to us. Named attendees under the age of 16 must be accompanied by a parent or legal guardian.

- 3.6. If we are unable to accept your booking, we will of course return your payment to you immediately. The balance payment for all tours is due at latest 60 calendar days before the Tour Start Date. We will send you a reminder 1 - 2 weeks before the balance due date. If you are making your booking within this period, full payment will be necessary immediately at the time of booking.
- 3.7. If booking online for a Tour that is more than 60 days in the future, you will have the option to settle your balance in full or choose to pay the 20% deposit and the remaining balance 60 days prior to the Start Date of the Tour or to pay by instalments. By selecting the option to pay 20% at the time of booking and the remaining balance 60 days prior to the Start Date of the Tour, you must give clear and positive instruction of intent to pay in order for the remaining balance to be withdrawn automatically at the specified date in the future. Clear and positive payment intent is given by ticking the box adjacent to the statement “I authorize the remaining balance to be debited from my card 60 days prior to the trip” located above the Pay button on the payment page of the relevant Tour. If you choose to pay by instalments a one-time fee of £100 will be charged in order to ensure that there is a proven intention to book your place. The fee is redeemable against the remaining balance of your Tour. You must accept the instalments plan proposed by representatives of Life Happens Outdoors Ltd. within 7 days of the original booking. Accepting the terms and conditions associated with the instalments plan must be in writing by email to [info@lifelifehappensoutdoors.com](mailto:info@lifelifehappensoutdoors.com). Failure to accept the plan will terminate the booking. The £100 fee is not recoverable in this instance.
- 3.8. Where the cost to us of any part of the tour increases, we reserve the right to pass on that increase to you and to change the price of unsold adventure holidays. We will return to you the balance if our costs change significantly in your favour.
- 3.9. You must give us your personal details, insurance, special requests, medical conditions, next-of-kin and passport details by completing a form we shall send to you.

- 3.10. For bookings made within eight weeks of departure, we require full payment within 24 hours of a verbal booking. It is also essential that you complete your Team Details Form that includes your passport details so that your permits, tickets or any other relevant documentation necessary to participate in the adventure holiday can be processed on your behalf.
- 3.11. If you book a holiday less than eight weeks prior to the Trip Start Date you must send us the full payment at the time of booking.

## **4. Promo Codes & Promotions**

- 4.1. We may issue Promo Codes during seasonal campaigns, if you intend to book multiple trips simultaneously, if you are booking on behalf of a group, if you regularly join our Tours or if we believe it is appropriate to do so.
- 4.2. The issuance of a Promo Code is at our sole discretion and can be revoked at any time.
- 4.3. A Promo Code may be limited in time, scope and/or usage and is subject to the specific rules of the Promo Code provided to you at the time of issuance.
- 4.4. Unless otherwise specified, a Promo Code cannot be used in conjunction with, or in addition to, any other discount, promotion or Promo Code. LHO Rewards are considered other discounts, promotions or promo codes for the purposes of this Schedule.
- 4.5. Unless otherwise specified, a Promo Code can only be used by the person to whom it has been issued and communicated to by electronic mail. Use of a Promo Code by an unauthorized third person or a person for whom this Promo Code was not intended will result in its revocation.
- 4.6. Unless otherwise specified, a Promo Code cannot be used retroactively on a Tour that has already been paid for in whole or in part.
- 4.7. Incorrect use of a Promo Code may result in the immediate revocation of the Promo Code.

- 4.8. Where the revocation of a Promo Code results in a cancellation of the booking, the normal refund rules will apply as outlined in Schedule 7 (Changes and cancellations by you).

## **5. Payment**

- 5.1. You can pay by either giving credit or debit card details through our online payment service on our website, or over the phone. (We accept all major credit and debit cards). For payment by credit card there is a charge of 2.5% of the transaction amount. We do not keep your card details.
- 5.2. By paying the deposit through the website you agree to provide a separate payment intent for the remaining balance to be withdrawn automatically 60 calendar days prior to the Tour Start Date.
- 5.3. Alternatively, payment may be made by electronic transfer for which full information will be provided at the time of booking. Payment by electronic transfer must cover all bank charges and any charges associated with currency conversion.
- 5.4. The last date for payment of the balance of the cost of your adventure holiday will be due to us 60 calendar days prior to the Tour Start Date. We will tell you the last date for payment after we have confirmed our acceptance of your booking.
- 5.5. If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

## **6. Surcharges and refunds**

- 6.1. The prices given on our web site and in our guidebook are calculated at costs current at the time we fixed them. If costs rise or adverse currency exchange rates apply, you agree that we may increase prices at any time to a maximum of 5% of the advertised cost of the Tour. If we do this we shall tell you the costs which have risen and the percentage by which they have risen.

- 6.2. No matter what the increase, we shall not increase the cost less than four weeks before the Tour Start Date.
- 6.3. If we increase the price of your Tour by more than 5%, you are free to cancel. In that circumstance we will return to you all money paid to us.
- 6.4. As we say on the Tour web pages, a minimum number of participants are required in order for a Tour to be viable. In the unusual event that we cancel a Tour, we shall return the full amount of your deposit or other payment.

## **7. Changes and cancellations by you**

- 7.1. The booking deposit is not refundable at any time or for any reason. Exceptions highlighted in Schedule 8 (Changes and cancellations by us) apply.
- 7.2. We will try to accommodate any change you are compelled to make, but we cannot promise to do so. If we do, you agree to pay an administration fee of £150 and any additional cost of a different arrangement.
- 7.3. Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office.
- 7.4. If you cancel, your deposit and any flight costs which have been invoiced, will be forfeit.
- 7.5. We shall charge an additional sum related to the time remaining before the date of departure, as follows:

Up to 60 days:	Deposit (if applicable) + invoiced flight cost, if any
59 - 49 days:	35% of tour cost
48 - 30 days:	55% of tour cost
29 - 10 days:	75% of tour cost
9 - 3 days:	90% of tour cost

48 hours: 100% of tour cost

- 7.6. If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.
- 7.7. In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Life Happens Outdoors Tour or this booking to some other person. That person must meet any conditions which may apply to the booking and you must ask for the transfer not less than 20 days prior to the Tour Start Date.
- 7.8. In circumstances giving rise to a change of reservation and where we have exercised our discretion to change your reservation without charge or at a discounted charge, and where you subsequently decided to cancel your new booking, you agree that the original deposit and other applicable cancellation fees that applied at the time of the original change, as well as the new deposit and other applicable cancellation fees for the current booking are not refundable. If the aforementioned circumstances include multiple changes, the sum of all charges will apply.
- 7.9. In circumstances giving rise to a change of reservation and where we have exercised our discretion to transfer your booking to another person, you agree to transfer all rights and liabilities under this agreement to them. Any additional agreements or accommodations that may have been made to you personally either orally or in writing will be forfeit and will not be transferred in whole or in part to the transferee.

## **8. Changes and cancellations by us**

- 8.1. We reserve the right to change travel and Tour arrangements. This is necessary because many of our Tours involve variables which are outside our control. These include weather, adverse natural conditions, variations considered desirable for the overall enjoyment of the Tour, political issues, currency problems, flights and accommodation issues.
- 8.2. We shall tell you about small changes before departure. If we think a necessary change is important, we will tell you about it as soon as we



can and give you the opportunity to either accept the change, or take an alternative Tour (paying or receiving a refund / credit in respect of any price difference), or cancel and accept a full refund.

- 8.3. If the circumstances highlighted in clause 7.8 apply, the deposit or any other cancellation charges that we agreed to forego from your original booking will be applied prior to the issuance of a refund.
- 8.4. If such problems occur during an adventure Tour, we will make alternative arrangements so as to comply as closely as possible to the description of the Tour in our guidebook. Alternative arrangements include, but are not limited to, taking alternative routes, changing accommodation or replacing one activity with another. Where the Tour includes summit mountaineering or is expeditionary in nature, we may choose an alternative mountain, summit or expedition objective.
- 8.5. If a problem occurs which is so serious that we have to cancel a Tour before the date of departure, you may choose to accept either an alternative adventure Tour (paying or receiving a refund/credit in respect of any price difference) or a full refund of all money paid.
- 8.6. In certain cases, we may pay compensation too, at our discretion.
- 8.7. We are not liable to you in any circumstances for loss or damage or loss of your adventure holiday when:  
  
unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or  
  
the change is not significant. We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements.
- 8.8. We reserve the right to cancel any Tour, for which there are not enough bookings, not less than four weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Life Happens Outdoors adventure holiday.

You agree that all these provisions are reasonable.

## **9. Payment Protection**

In order to comply with the Package Travel, Package Holidays and Package Tours Regulations 1992, all payments received by us will be held in a trust account until the completion of the Tour.

## **10. Travel Insurance**

- 10.1. It is a condition of booking a Life Happens Outdoors Tour that you take out appropriate travel insurance and medical insurance. On certain expeditions and climbing trips we also require evacuation insurance. You must send us proof of cover when you fill out your Team Details Form due before your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.
- 10.2. Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country and the activities within the Tour Pack. In particular, local road transport insurance may be inadequate, so you should check that your cover includes accidents happening whilst you are a passenger in a vehicle.
- 10.3. We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

## **11. Passport, Visa and Health Requirements**

Please note carefully:

- 11.1. to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour;
- 11.2. remember to apply for any necessary visa in good time;
- 11.3. check with your GP what vaccinations and medication you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org).
- 11.4. If you are a national of an EC country and are taking a European tour, you should take your European Health Insurance Card (EHIC) or UK

Global Health Insurance Card (GHIC) available from main Post Offices or online. It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday. Remember to bring certificates and confirmations with you in your hand luggage.

- 11.5. If you need professional medical care whilst on a tour, we will try to obtain it and inform your travel insurers as quickly as practically possible. Please ensure that you provide us with your next of kin details so that we can make arrangements for them to be contacted in an emergency.
- 11.6. You agree to repay to us all costs we incur in providing this assistance, including payment for any transport and telephone calls must be reimbursed to the company. We will give you a receipt on your return, for you to pass to your travel insurers.

## **12. Tour Information**

Approximately four weeks before the Tour Start Date, we shall send you a pack of information relating to your Tour. This information will include:

- 12.1. location of Meeting Point and time of meeting;
- 12.2. climate and clothing recommendations;
- 12.3. any important details relevant to a particular adventure that we may be engaged in;

## **13. Accommodation**

We will arrange accommodation as close as reasonably possible to the adventure sites we visit. Accommodation will be in good quality hotels or lodges. Occasionally it may be necessary to use bed and breakfast accommodation, mountain lodges, tea houses or even tents. This is subject to the nature of the adventure holiday. En-suite facilities will be provided wherever possible. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- 13.1. we reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- 13.2. single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.
- 13.3. accommodation in some countries will be of a lower standard than comparable accommodation in the UK or EC. You should expect mattresses and pillows to be clean; shower rooms and toilets may be shared.

## **14. Changes of Itinerary**

- 14.1. Despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through natural disaster or political turmoil.
- 14.2. It is also possible that new information on the conditions will in our opinion benefit the Tour participants generally by providing better adventure opportunities.
- 14.3. We may therefore decide to make changes to the itinerary to accommodate either of the above possibilities. We will tell you of any such change as soon as we decide to make it. If that happens, you may transfer to an alternative Tour. If your chosen alternative is of a lower price we will refund the difference. If it is of a higher price, you must pay the difference.

## **15. Add-Ons and Additional Nights Stay**

- 15.1. You acknowledge that additional services and nights beyond the core itinerary, referred to as "add-ons," may be available for purchase through our website.
- 15.2. Despite being listed on our website, you understand that add-ons may not always be available due to circumstances beyond our control. In such instances, we will make reasonable efforts to inform you as soon as possible.

- 15.3. We reserve the right to cancel or modify any add-ons at our discretion. In the event of a cancellation, we will promptly issue a refund for the purchased add-on. This refund pertains solely to the add-on and does not extend to your Tour.
- 15.4. You understand that LHO is responsible only for add-ons and extra nights purchased directly through us. Any additional nights stay, additional services, or arrangements made directly with a hotel, guide, transportation service or any other service provider through personal means are your sole responsibility.
- 15.5. You are advised that if you choose to purchase an additional night directly from the hotel or make personal arrangements beyond those facilitated by us, you do so at your own risk and responsibility.
- 15.6. We pass on seasonal rates and discounts to you, our members, for add-ons such as extra nights stay. Prices are subject to change based on seasonal variations and availability.
- 15.7. We are not liable for discrepancies in pricing for extra nights, whether obtained directly or through third-party payment platforms. You understand that different prices may be available outside of our arrangements.
- 15.8. Refunds for cancelled or unavailable add-ons will be processed promptly by us. However, this refund policy is exclusive to the add-on purchase and does not extend to your Tour.
- 15.9. No refund will be provided for any additional nights stay, services, or arrangements made independently by you beyond those facilitated by the us.
- 15.10. Add-ons are subject to their own specific inclusions and exclusions, which may not necessarily reflect the inclusions and exclusions of the core itinerary of the Tour. For example, the availability of an LHO team leader or full board meals may vary between the core booking and selected add-ons.

## **16. Baggage restrictions**

Restrictions on baggage differ for each adventure holiday and are subject to restrictions both of the airlines and the local custom of this particular

adventure or expedition. Baggage restrictions for this particular Tour is available in the relevant Tour guidebook. It will also be communicated to you by e-mail upon booking.

## **17. Limitations on our liability**

We want you to enjoy a perfect adventure holiday with Life Happens Outdoors Ltd. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- 17.1. any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
- 17.2. any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)
- 17.3. the wildlife, scenery or other sites within the natural environment that are stated within the Life Happens Outdoors Tour Pack;
- 17.4. any aspect of goods or services you buy or accept other than those arranged by us;
- 17.5. medical problems or physical difficulties, even if you have told us about them in advance;
- 17.6. medical emergencies;
- 17.7. your own carelessness or negligence in any aspect of your behaviour whilst with us;
- 17.8. changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- 17.9. problems or issues which we could have resolved whilst on a Tour but which you raise only after your return.
- 17.10. injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
  - 17.10.1 the act or omission of you or anyone in your party;

17.10.2 the act or omission of a third party not connected with the provision of your holiday.

17.11. services we have not provided. The services and features included in your Tour are those specified in our Tour Pack, website and guidebook. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged at your request through our Tour leader. Accordingly, we are not liable to you for any happening in connection with that service or those goods.

## **18. Local standards**

18.1. Laws, standards, culture and attitudes are different in many countries from what you reasonably expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.

18.2. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we or the service supplier has not exercised reasonable skill and care.

18.3. Please also note that we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

## **19. Limitation of compensation by international conventions**

19.1. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may be entitled to make against us or anyone else. The most we will have to pay you for claims for personal injury will not exceed what a carrier would pay under, for example, the Warsaw Convention or the Montreal Convention for international travel by air, or the EC Regulation on Air Carrier Liability, or the Athens Convention for international travel by

sea, or the Convention on International Travel by Rail. Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question.

- 19.2. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) where international convention or regulation does not apply, the maximum amount of compensation we will pay you will be £ 500.
- 19.3. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

## **20. Flight and other transport delays: limit of our liability**

- 20.1. There is no guarantee that flights, trains, road transport or ferries will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.
- 20.2. In the case of air travel, the airline is responsible for providing assistance under the Denied Boarding Regulations. We will try to keep you informed throughout the period of any delay.
- 20.3. Our policy if a delay occurs, is to continue with our plans until the flight (or other form of transport, if relevant) is cancelled with no suitable alternative flight being offered by the airline. However, if we considered it impossible to find a reasonable alternative form of transport, we would cancel the Tour and refund you all adventure holiday payments.
- 20.4. Where any delay in returning home lasts for longer than 24 hours, the airline should continue to meet your accommodation and reasonable meal expenses. This will be the case where the airline is an EU carrier or was due to depart from an EU airport. They may,



however, require you to stay at the accommodation and take the meal arrangements they provide. We regret we cannot meet such expenses where the airline does not do so, or where you choose not to accept the arrangements offered.

- 20.5. If you wish to find at any time to return home early or independently, for example by booking an upgrade with the airline or by organising overland travel, we will provide whatever assistance we can. All expenses involved in doing so will be your responsibility.
- 20.6. EC Regulation No 261/2004 (The Denied Boarding Regulations) apply where the airline is an EU carrier or the affected flight was due to depart from an airport within the EU. Where applicable, you must pursue the airline for the compensation or other payment due to you. The compensation set by the regulations is your full entitlement. It covers, for example, distress, disappointment, inconvenience or effects on other arrangements. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding.
- 20.7. If, for any reason, we make a payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you agree, when requested, to assign to us the rights you have or had to claim the payment in question from the airline.
- 20.8. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to [passengercomplaints@caa.co.uk](mailto:passengercomplaints@caa.co.uk) or see [www.caa.co.uk](http://www.caa.co.uk) – “Referring Your Complaint to the CAA”.
- 20.9. Remember that transport and other service providers have their own booking conditions or conditions of carriage or service. You will be bound by these as far as that service is concerned. Such conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

## **21. Help we need from you**

- 21.1. Most Life Happens Outdoors adventure holidays require reasonable physical fitness and appropriate footwear. You should be prepared

to meet the requirements of each Tour as laid out in the “Important Highlights” section of the Tour guidebook and the “Fitness Level” and “Skills Profile” in the “In Brief” page of the Tour guidebook and relevant Tour page of the website.

- 21.2. To satisfy the majority of our clients, we apply “no smoking” rules in the same way that they are applied by law in the UK. Please note however, that smoking is permitted indoors in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- 21.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- 21.4. If at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

## **22. Statement of Risk**

Outdoor and adventure experiences often involve learning new skills in unfamiliar environments. They can also involve travel to destinations that may offer difficult or challenging environments. As such these holidays have an element of risk, which includes a danger of personal injury or death. Participants and/or their parents/guardians undertaking these experiences should be aware of and accept these risks and be responsible for their own actions. Life Happens Outdoors reserves the right to cancel or modify any experience if it believes there to be unacceptable risk attached in offering

such an activity to the public. The Life Happens Outdoors decision is at its sole discretion.

## **23. Statement of Physical Ability**

You should ensure that you have an adequate level of fitness, and a certain level of confidence, in order to take part in the activity that you wish to book. Life Happens Outdoors reserves the right to cancel or modify your tour or booking if your physical ability puts you, other customers, the general public or Life Happens Outdoors staff at adverse risk. If you have any concerns about this please contact Life Happens Outdoors before your trip or activity and discuss it with our team.

## **24. Data Protection**

Life Happens Outdoors takes photos and videos of participants for publicity, including use on our own website, YouTube channel, Instagram page, Facebook page, Tiktok Page, Linkedin Page and Life Happens Outdoors publications. If you do not wish to be photographed or have content that includes your identity used on the aforementioned mediums, please inform your Team Leader or reach out to us by e-mail on [info@lifehappensoutdoors.com](mailto:info@lifehappensoutdoors.com).

## **25. Complaints**

We shall try our utmost to provide a happy and fulfilling adventure holiday, but if we fail in any way, do please raise any issue with your Team Leader immediately. If your complaint cannot be satisfied or it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

## **26. Miscellaneous**

26.1. In this agreement unless the context otherwise requires:

- 26.1.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;
- 26.1.2 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 26.1.3 except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.
- 26.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 26.3. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 26.4. In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 26.5. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- 26.6. We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 26.7. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.