

ADVENTURE LIFESIGNS – THE HOLT SCHOOL BOOKING TERMS AND CONDITIONS PHILIPPINES (back up destination Cambodia) 2019

Definitions and Interpretation

In these Conditions, the following words shall have the following meanings:

"Amendment Charges"	has the meaning given in Condition 4;
"Application Form"	means the booking form completed by you in respect of the Venture;
"Conditions"	means these Conditions as construed in accordance with any Conventions Laws or Regulations;
"Contract"	means these Conditions and any Expedition Handbook which we may provide;
"Co-ordinator"	means the person, company or organisation which enters into the Contract in respect of a Corporate Event;
"Corporate Events"	means where a person, company or organisation contracts for a Venture as principal on behalf of a group;
"Departure Date"	is the date upon which the Venture is stated in the Brochure to commence;
"Regulations"	means the Package Travel, Package Holidays and Package Tours Regulations 1992;
"School Expedition"	Means a Venture which is organised through a School college or other place of education;
"Training Days"	means days which we may at our sole discretion provide prior to the Departure Date which provide you/the Venturer with information and basic skills training for the Venture;
"Venture"	means the Venture which you have applied for on your own behalf or on behalf of that of another, where you are the parent or legal guardian of that other or where you are the Co-ordinator;
"Venturer"	means: (i) where this Contract is with the Parent or Legal Guardian, the individual for whom the place has been booked; and (ii) where this contract is with an Co-ordinator on behalf of a group, the individuals (or any of them) forming part of that group;
"Venture Leader"	means our representative attending the Venture;
"we", "us", "our"	Means Adventure Lifesigns Limited, a company registered in England and Wales (Company number 4091767) whose registered office is at The Kiln, Grange Road, Tongham, Surrey GU10 1DJ our successors and assigns;
"you", "your"	means: (i) the Venturer; (ii) the Co-ordinator; and (iii) where Venturer is under the age of 18 at the time of entering the Contract, their Parent or Guardian who enters the Contract;

Interpretation:

A reference in these Conditions to a statute, convention or regulation shall be as a reference to that statute convention or regulation as amended, re-enacted or extended at the relevant time. The headings in these Conditions are for convenience only and shall not affect their interpretation. Where the context otherwise requires, words importing the singular meaning shall include the plural meaning and vice versa and words denoting the masculine gender shall include the feminine and neuter genders. Where the context so admits, words denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner. Your Agreement When you make a booking, you do so as principal. You warrant and guarantee that, where you Contract as the Co-ordinator or the Parent or legal Guardian where the Venturer is under the age of 18 at any time during the term of the Contract, you have the authority to accept and do accept these Conditions which shall apply to the exclusion of all other terms and conditions. This Contract will come into existence as soon as we issue our Confirmation Invoice and shall continue until the Venture has ended but such expiry shall not affect accrued rights and liabilities of the parties and shall not affect any continuing obligations of the parties under this Contract. A Confirmation Invoice will be issued upon our receipt (subject to clause 2.5 below) of the completed reservation form and the full deposit in cleared funds. Please check the Confirmation Invoice contents carefully and, in the event of any discrepancy, contact us immediately. Any discrepancies which are not notified to us within the timescale prescribed in these Conditions may lead to you incurring additional costs and charges. You confirm that the reservation form has been completed fully and accurately and you will inform us in writing as soon as possible, and not less than 60 days before the Departure Date if any of the details provided on the application form have changed. Co-ordinators will be required to provide full details of every member of their party not less than eight (8) weeks prior to the Departure Date. Any deposit in respect of any member of a party for whom details have not been provided at this time shall be forfeit. Subject to the Unfair Contract Terms Act 1977, all conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law. The brochure is prepared many months before the Ventures commence and although every effort is made to ensure complete accuracy, it is inevitable that some of the prices or details may have changed since the brochure containing the Venture details was printed. We will inform you prior to entering into the Contract, of any changes that we are aware of. A person who is not a party to the Contract or these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from this Act. No employee of ours other than a director has authority to vary any of these Conditions allow any forbearance or promise any discount or refund.

Your Responsibilities

By signing the booking form you/the Venturer confirm that you/the Venturer are aware of the likely physical demands of the Venture and have discussed this aspect both with our representative and where the Venturer is a minor, their parent/guardian. You/the Venturer confirm that you are aware of the possible effects of such things as, but not restricted to, trekking at high altitude, jungle environments and other inhospitable environments and declare yourself/the Venturer to be sufficiently physically fit and medically health to participate safely. Whilst we offer guidance and general advice in good faith about how to stay healthy while on the Venture, we will suggest further sources of information which you/the Venturer should familiarise yourself/them self with.

By signing the booking form you/the Venturer confirm that you/the Venturer are aware that overseas standards of health and hygiene vary from county to country, and are seldom as high as they are in the UK. This is a challenging Venture and includes visits to remote areas. You must be fully aware of the risks to your health from sources such as, but not restricted to, poor local hygiene, high altitude, fatigue, physical injury and tropical diseases. You/the Venturer are responsible for your own equipment and belongings during the Venture and bear the sole responsibility for wear and tear and incidental damage to your own equipment. You/the Venturer must at all times throughout the Venture abide by the laws and customs of the countries visited and behave in a respectful and considerate manner to local people and to other members of the Venture. Your/the Venturer's behaviour during the Venture must not prejudice the safety and wellbeing of all or any member of the Venture, or its satisfactory progress. Any arrangements which you/the Venturer make independently which do not form part of the published Venture itinerary are entirely at your own risk. In such an event all liability and responsibility that we bear to you/the Venturer will immediately cease. Where the Venturer will be under 18 during any part of the Venture the teacher must be assigned right of "In loco Parentis". Whilst we provide equipment for the Venture, including but not limited to, tents and camping equipment, and we are responsible for the maintenance of such equipment. Where you/the Venturer deliberately or recklessly cause damage to any such equipment, whether during the Venture or during any pre-Venture Training Days provided by us, you shall indemnify

us and keep us indemnified from all losses arising from any such wilful or reckless damage so caused. You will be responsible for arranging transfers to your departure airport and from your arrival airport upon your return from the Venture. You will, prior to the Venture, provide us with a completed consent form to allow access to your/the Venturer's medical records in case of emergency by us or qualified medical staff.

Your Financial Protection

The Regulations require us to provide security for the monies that you pay for the Venture and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 9303. For further information, visit the ATOL website at www.atol.org.uk. If we, or the suppliers identified on your ATOL certificate are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to or confer a benefit on you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Your Venture Price

We reserve the right to alter the price of the Venture. You will be advised of the current price of the Venture that you wish to book before your Contract is confirmed. Where the Venture is a School Expedition, when you make your booking you must pay a deposit of three hundred pounds (£300.00) and all other payments as per the below refund scale. The balance of the price must be paid at least 90 days before your departure date. If the deposit, instalments and/or balance are not paid within 7 days of their due date, we shall cancel your booking and your Contract. If the balance is not paid in time and we cancel your booking we shall retain your deposit and instalments.

In respect of the balance in clause 5.2 and in respect of all payments payable under this Contract for a Venture, the Confirmation Invoice will set out the payment dates and amounts of payments due and shall be subject to these Conditions.

Changes in transportation costs, including the cost of fuel, taxes, duties or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and fluctuation in exchange rates mean that the price of your Venture may change after you have booked. There will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your Venture, you will have the option of accepting a change to another Venture if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any Amendment Charges. We will consider an appropriate refund of insurance premiums paid by you if you can show to our satisfaction that you are unable to transfer, postpone or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your Venture go down due to the changes mentioned above, by more than [two per cent (2%)] of your Venture cost, then any refund due will be paid to you. However, please note that some foreign parts of the Venture are not always purchased in local currency and some apparent changes have no impact on the price of your Venture due to contractual and other protection in place. Where any payment due under this Contract from you is overdue, we reserve the right to charge you interest (both before and after any Judgment) on the amount unpaid, at the rate of [four per cent (4%)] per year above [insert Bank's name] Bank plc base rate from time to time, until payment in full is made (a part month being treated as a full month for the purpose of calculating interest).

If You Change Your Booking

We start to incur costs from the moment you make your booking. If, after our Confirmation Invoice has been issued, you wish to change your Venture in any way, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from you. You will be asked to pay an administration charge of £50 and any further cost we incur in making this alteration (an "Amendment Charge"). You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. Apex Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the Venture. If You Cancel Your Venture You may cancel your Venture at any time. Your written notification must be received at our registered office. Since we incur costs in cancelling your Venture, you will have to pay the applicable cancellation charges up to the maximum shown below. We recommend that your travel insurance provides for your reimbursement in the event of a cancellation. You will remain liable for any losses arising from your/the Venturer's breach of the Conditions of this Contract.

Month	Payments	Event	Amount Refundable	Remarks
1 - Jan 2018	£300	Team Forms	Non-refundable	
2 -			Non-refundable	
3 -			Non-refundable	
4 -			Non-refundable	
5 -			Non-refundable	
6 - 1 st Jun 2018	£400	Expedition Skills Training	£280	£100 non-refundable for EST 1
7 -			£260	
8 -			£240	
9 -			£220	
10 - 1 st Oct 2018	£500		£700	
11 -		Flights Booked	£580	£100 non-refundable for flight deposit
12 -			£560	
13 - Jan 2019			£540	
14 -			£520	
15 -		Expedition Skills Training	£400	£100 non-refundable for EST 2
16 - 1 st Apr 2018	£2250	Final payment	By agreement	
17 -	-		By agreement	
20 -	-		By agreement	
21 - July 2019	-	Expedition departs	By agreement	

We may agree to apply different criteria for Corporate Events. Those Criteria will only be valid if set out in writing and signed by us in accordance with these Conditions and which shall be subject to these Conditions.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

If We Change or Cancel Your Venture

It is unlikely that we will have to make any changes to your Venture, but we do plan the Venture many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your Venture. For example, if the minimum number of clients required for a particular Venture is not reached, we may have to cancel it. We also reserve the right at any time prior to the Departure Date without prior consultation with you to notify you in writing that the Venture will be merged with one or more other Ventures and may result in a change to the planned destination. However, we will not cancel your Venture less than four weeks before your departure date, except for reasons of Force Majeure or failure by you to pay the final balance. If we are unable to provide the Venture, you can either have a refund of all monies paid or accept an offer of an alternative venture of comparable standard from us; if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your Venture for reasons other than Force Majeure, we will pay to you compensation as set out in the table below.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows:

Air China	Singapore	Cebu Pacific
Emirates	Qatar	Philippines Air

Any changes to the actual carrier after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of comparable or better standard. If we make a major change to your Venture, we will inform you as soon as reasonably possible if there is time before your Departure Date. You will have the choice of either accepting the change of arrangements, accepting an offer of an alternative Venture of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your Venture and receiving a full refund of all monies paid. In all cases of major change, except where the major change arises due to reasons of Force Majeure, we will pay compensation as detailed below:

If we make a major change to or cancel your venture

Period before departure within which notice of Cancellation or major change is notified to you	Amount you will receive from us
More than 42 days	£ Nil
41-28 days	£20.00
27-14 days	£30.00
13 days-date of travel	£40.00

The compensation that we offer does not exclude you from claiming more if you are entitled to do so in law.

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your Venture in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, epidemics or health risks, closed or congested airports, ports or stations, changes imposed by re-scheduling or cancellation of transport by the transport supplier such as flights by airlines or main charterer, the alteration of transport or transport types, adverse weather conditions (actual or threatened), avalanche and technical failure with transport.

If You Have A Complaint

If you have a problem during your Venture, please inform the Venture Leader immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up by writing to our Customer Services our registered office giving your booking reference and all other relevant information and where possible evidence. We must receive any such complaint not later than 28 days of the date of your return from the Venture. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst on Venture. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this Contract as you will have failed to have mitigated (minimised) your losses and will be unable to recover compensation for this element subsequently.

Our Liability to You

Our obligations and those of our suppliers providing any service or facility included in your Venture are to take reasonable skill and care to arrange for the provision of such services and facilities and where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care.

You should be aware that standards including safety and hygiene may be lower than you would expect in the UK. The services provided as part of the Contract we have with you will be deemed to be provided with reasonable skill and care if they comply with the local (in country) standards where the service is delivered. If the Contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your Venture. However we will not be liable where any failure in the performance of the Contract is due to: you/the Venturer; or a third party unconnected with the provision of the Venture and where the failure is unforeseeable or unavoidable; or unusual and/or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, fraudulent misinterpretation or personal injury, shall be limited to a maximum of twice the cost of your Venture. Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the parties that provide the transportation for your travel arrangements. These terms are incorporated into this Contract but in the event of any conflict between those terms and these Conditions, these Conditions shall prevail; and any relevant international convention, for example 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. We are to be regarded as having all benefit of any limitation of compensation contained in these or any applicable conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions from our offices. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your Venture cost from us. Your right to a refund and/or compensation from us is set out in clause 8. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk.

Passport, Visa, Immigration Requirements and Local Laws and Regulations

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility and shall not be liable if you/the Venturer cannot travel or cannot participate in any part of the Venture because you/the Venturer have not complied with any passport, visa or immigration requirements. For full information on any passport or visa requirements, see the UK Passport Office website – www.passport.gov.uk. You are responsible for obtaining and having available the necessary documents (including but not limited to full, current and valid passport and visas for all periods, countries and territories within the Venture) enabling you to participate in the Venture and shall comply with all local legislation and regulations of the Countries in which the Venture takes place (including immigration requirements, customs regulations and currency exchange). You shall indemnify us against any loss or expense that we may incur or suffer as a result of breach of this clause by you.

Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on Venture are not part of your Venture arrangements provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

Behaviour

Whilst a Venture is in progress, all decisions shall be made by us (or the Venture Leader on our behalf). You shall (or where the Parent or Legal Guardian have entered into this Contract on behalf of a Venturer or where you are an Co-ordinator) shall procure that the Venturer acts at all times in accordance with all reasonable instructions from us and/or the Venture Leader. We may withdraw you (or where you are the Parent or Legal Guardian booking on behalf of the Venturer or you are the Co-ordinator, the Venturer) from the Venture or any part thereof at any time (including during the Venture itself) if we are of the opinion that you (or the Venturer) are likely to prejudice the good order, discipline or safety of the Venture, including as a result of you breaking any law or regulation of any country where the Venture takes place or you (or the Venturer) fail to adhere to the Venture Code of Conduct, provided that we exercise our discretion reasonably in this regard. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result of our decision to exclude the Venturer. In the event of a Venturer being withdrawn from a Venture under the provisions of this Condition, no refunds will be given and we will not be responsible for and you agree to indemnify us against any costs arising including costs of repatriation e.g. flights and losses or expenses, legal expenses.

Health and Safety

By signing the declaration on the booking form you confirm that you appreciate the risks involved in the Venture and that you (or where you are the Parent or Legal Guardian, the Venturer) do/does not suffer (or has ever suffered) from any pre – existing medical condition that may actively prevent you/them from actively participating in the Venture. It is your responsibility to ensure that you (or where you are the Co-ordinator or Parent or Legal Guardian, the Venturer) are medically fit enough to undertake the Venture and to ensure that you have received the necessary inoculations and medications (and take them as prescribed by your doctor) relevant to the destination country. Unless informed otherwise in writing we will assume that you are in good health and are not aware of any reason why you (or the Venturer) may be unsuited to taking part in the Venture. We recommend that you/the Venturer consult your/their Doctor before making a booking to ensure that you/the Venturer are medically fit and are fully aware regarding the immunizations and medical issues related to your/the Venturer's destination Country. If you/the Venturer have any pre-existing medical condition, illness or disability, are undergoing medical treatment or, since entering into the Contract, develop any medical condition, illness or disability or undergo any medical treatment; you will give us full particulars at the earliest opportunity and at the latest sixty (60) days before the Departure Date. If it is later discovered that a pre-existing condition was not declared within the specified time, and such condition would, if we had knowledge of it, led to our refusal to accept or to cancel your booking, we reserve the right to withdraw you/the Venturer from the Venture without any refund or recompense. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result. In the event of a Venturer being withdrawn from a Venture, no refunds will be given and we will not be responsible for (and you agree to indemnify us against) any costs, claims, losses and expenses arising including costs of repatriation e.g. flights and legal expenses. By agreeing to these Booking Conditions, you provide your consent to us and our insurers obtaining your/the Venturer's medical records should we consider it necessary. You will be responsible for any charges for the provision of the information. We reserve the right to inspect your/the Venturer's vaccination book at any time and to withdraw you/the Venturer from the Venture in the event that you/the Venturer have not received and/or taken all the requisite inoculations and/or medication. If the information provided by you is incorrect and we discover that the correct information affects your/the Venturer's suitability to take part in the Venture, we may terminate the Contract and withdraw you/the Venturer from the Venture without refund or recompense, including during the Venture. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result. In the event of a Venturer being withdrawn from a Venture, no refunds will be given and we will not be responsible for (and you agree to indemnify us against) any costs claims losses and expenses arising including costs of repatriation e.g. flights and legal expenses.

Data Protection

We take full responsibility for ensuring that proper security measures are in place to protect your/the Venturer's information. When you make a booking, you consent to all the information you provide being passed on to our suppliers, wherever they may be based. Promotional Materials By agreeing to these terms and conditions, you/the Venturer consent (unless otherwise stated on your application form) to our staff taking photographs and or video footage of you/the Venturer during the programme and that these images may be used by us for publicity and training purposes including, but not limited to, in brochures, websites, marketing material and in the media.

Assignment

We shall be entitled to novate or assign the Contract or any part of it to any third party. You shall not be entitled to assign the Contract or any part of it. This Contract is made on the terms of these Conditions, which are governed by English Law, and you agree to the exclusive jurisdiction of the English Courts. If any of these Conditions is found by any Court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Booking Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law. This brochure is our responsibility. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your Venture.

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