

TERMS AND CONDITIONS

This is the small print that outlines the contractual obligations applicable when you book your trip with Mountains in Mind. Please read carefully to make sure that there is nothing contained within that you are not happy with. When you make your booking with Mountains in Mind, it is implied and accepted that you have read and understood all the terms and conditions and that you agree to adhere to them.

1. Definitions

A 'Trip' is defined as any adventure being offered for sale that includes an option of purchasing an international flight between the United Kingdom and the destination country as part of a package (whether such flight is in fact purchased by you or not).

An 'excursion'; is a short trip that is purchased separately and is bought as an optional extra to extend your 'trip'. Details of the excursion will be described on the website or in the brochure.

A 'client' is the customer who has agreed to purchase the trip and is referred to within this agreement as 'you'.

2. Bookings

All bookings are made with Mountains in Mind. To book a place, complete the online booking form which includes a medical questionnaire and declaration. Once your booking has been received, Mountains in Mind will email an invoice for you to pay the deposit. Deposits of £199 per person are required. Deposits are non-refundable. The contract between you and Mountains in Mind will come into existence once Mountains in Mind has issued to you an email confirming your booking and provided the invoice for the payment of the deposit. Once your deposit has been received, your booking will be confirmed via email.

Excursions may be purchased separately and can be booked after your original booking for the trip. Any excursions that are booked after the flights have been purchased, may incur an additional cost for the amendment to the flights, which will be passed onto you. Mountains in Mind will send you a schedule of payment dates along with the invoice for the deposit for your trip. It is advised that you set up a standing order for the payment as late payments may incur an administrative charge. The contract will continue until the trip along with any booked excursions, has ended but such expiry shall not affect accrued rights and liabilities of the parties nor any continuing obligations.

3. Medical and Welfare

You are required to complete a medical questionnaire and declaration at the time of booking and inform Mountains in Mind of any medical condition or disability. This is to enable medical screening so that as far as is reasonable all risks are evaluated and where practicable, to enable any reasonable adjustments to be made. Mountains in Mind after reviewing the medical questionnaire, may discuss with you your suitability for the trip and any health and safety considerations. Mountains in Mind reserves the right to cancel your booking due to a medical condition or disability that would present a risk both to you and/or other clients participating in the trip.

If any medical condition or disability arise between the medical questionnaire being completed and the trip departure date, you must notify Mountains in Mind immediately. Mountains in Mind reserves the right to decline or

cancel a booking without having to refund or pay any compensation if:

- a) any medical condition or disability is not disclosed on the medical questionnaire;
 - b) any medical condition or disability is disclosed after the medical questionnaire is completed but before the trip departure date;
- Mountains in Mind is inclusive and will try to accommodate any medical conditions or disabilities providing that in our opinion such medical conditions or disability is unlikely to endanger the health and safety of you and/or other clients participating in the trip. In certain cases, Mountains in Mind may advise that medical support may be required on the trip to accommodate you with your medical condition or disability. If the presence of a medical support is required on the trip, this will be at an extra cost to you.

Mountains in Mind may require you to obtain confirmation from your doctor that you are fit to participate in the trip and to travel. If Mountains in Mind reasonably believes that you do not have the level of fitness required to participate in the trip, we reserve the right to decline or cancel your booking without having to refund. Whilst you are on the trip, if Mountains in Mind advise that you turnaround or you are evacuated early from a trek due to a medical and/or health and safety reason, any additional accommodation charges whilst you wait for the rest of the group to return from the trek will be met by you. It is your responsibility to obtain any vaccinations or medication that is required for the trip. Mountains in Mind will provide basic advice but authoritative travel advice should be obtained from the Foreign and Commonwealth Office for British nationals.

4. Financial Protection

Mountains in Mind only books flights on behalf of clients with companies that hold an Air Travel Organiser's Licence (ATOL) granted by the Civil Aviation Authority (CAA).

5. Flights

The flight details and the carrier operating will be sent to you with your trip details. All international flights are on scheduled airline carrier in accordance with EU Regulation 2111/2005. All flights booked on your behalf by Mountains in Mind are subject to the conditions of the carrying airline which, in most cases, limit the airline's liability to the passenger in accordance with international law and conventions. Mountains in Mind accepts no liability for the consequences of delays, cancellations, change of routing, change of departure or arrival airport or for any other changes to your flight schedule, whatever they may be or howsoever caused. You may be entitled separately to make a claim against the carrying airline.

Mountains in Mind normally book flights from a London airport. If you would like to depart from another airport, you must inform Mountains in Mind via email which airport you want to depart from. This may incur an additional cost. The advertised cost of the trip is based on the price of the flight as it is known at the time from the London airport. If you would like to fly on a different carrier or a different class this is acceptable as long as the flight arrival times do not cause any delay to you meeting the in-country schedule for the trip.

If you require changes to your flights, Mountains in Mind will do its best to change your flight to meet your requirements, but this cannot be guaranteed as it will be subject to availability. Any changes you make to flight details once

they have been booked will be subject to you paying the difference in cost.

If you book to join a trip from another destination, Mountains in Mind does not accept any responsibility for any of the travel arrangements that you make in order to join the trip. Mountains in Mind accepts no financial liability that may arise from any enforced change to your travel plans due to any alteration of the trip dates, the itinerary or its cancellation or for any additional costs that may be incurred for you to meet up with the rest of the group, if your flight is cancelled or delayed. You are advised to book transferable, refundable travel tickets with no penalties should a cancellation be necessary.

6. Payments

Mountains in Mind will send you a schedule of interim payment dates along with the invoice for the deposit for your trip. Payment is by BACS. It is advised that you set up a standing order for the payments as late payments may incur an administrative charge.

The total amount received by Mountains in Mind must be no less than the full amount shown on the payment schedule. The amount should be paid in the invoiced currency into the appropriate bank account. Cheques or credit cards are not accepted.

Final balances must be paid in full two months prior to the departure date. Late bookings are accepted at Mountains in Mind's discretion and are subject to flight availability. A surcharge may be made for inter alia an increase in flight costs or additional accommodation charges. Payment in full is required at the time of booking. If any payment is missed or the final balance is not received by the date specified on the invoice associated with the trip, Mountains in Mind may cancel your booking and you will forfeit your deposit.

Mountains in Mind will do what it can to keep prices at the rate determined. Trip prices are based on an exchange rate and the operational costs at the time of booking.

Mountains in Mind reserves the right to levy surcharges where fuel increases, operational costs or currency fluctuations are significant.

7. Cancellations

Cancellation by you.

Should you wish to cancel, you must provide the cancellation notice in an email. The following scale of charges will apply for trips and excursions:

- a 60 days or more before the departure date – loss of deposit plus the non-recoverable costs such as the cost of flights and accommodation reservations as well as an administration fee of £75 per person.
- b 30 days or more but less than 60 days before the Departure Date – loss of 50% of total trip cost.
- c 14 days or more but less than 30 days before the Departure Date – loss of 80% of total trip cost.
- d Less than 14 days before the Departure Date – loss of 100% of total trip cost.

Cancellation charges may be covered by your travel insurance but you will need to check the policy to ensure the reason for cancellation falls within the terms.

Cancellation by Mountains in Mind.

Cancellations may occur as a result of force majeure, which is any circumstance that is beyond Mountains in Mind's or our suppliers control. These are unforeseeable events, which include inter alia threat of war, riot, industrial dispute,

civil disturbances, terrorist activity or threat of activity, 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, 'acts of God', unforeseeable technical failure with any form of transport or facility, closed or congested airports and adverse weather conditions.

Mountains in Mind will do our best to ensure that a trip runs but reserves the right to cancel or make alterations to any trip advertised that have insufficient clients to make it financially viable.

Where a trip is cancelled by us other than by force majeure, Mountains in Mind will refund or transfer clients to another trip with no transfer fee.

8. Transfers of bookings

Should you wish to transfer your booking, you must provide notification in an email and specify the new trip onto which you want your booking transferred to. Transfers are at the discretion of Mountains in Mind and depend on whether there is availability on other trips. Deposits will be transferred.

There is no fee if you request a transfer of your booking within 14 days of the original booking. After 14 days of your booking up to 120 days prior to departure, a transfer administration fee of £75 per person will be charged.

Within 120 days prior to the departure date, the price of non-recoverable costs such as flight bookings or accommodation reservations as well as the transfer administration fee of £75 per person will be charged.

If a transfer request is not accepted by Mountains in Mind, the cancellation charges will apply.

You may transfer your place on the trip to another individual. The individual will be required to complete the booking form, the medical questionnaire and declaration as well as accept these terms and conditions before the transfer is confirmed. A cost will be charged for the transfer of any flights plus an administration fee of £75.

9. Alterations to the Trip

Mountains in Mind will ensure that every effort is made to follow the trip itinerary. However, there may be occasions beyond our control that cannot be foreseen where we need to make amendments. Mountains in Mind will endeavour to inform you of any changes as soon as we are informed by our suppliers. Mountains in Mind cannot accept any liability for any consequences as a result of the change.

Due to the nature of the trips that are run by Mountains in Mind, often in remote locations and where the infrastructure of the country may be lower than the standards you would expect, there is the need for some flexibility with the schedule. Mountains in Mind will endeavour to adhere to the itinerary but at times changes may need to be made. Amendments can be caused by inter alia sickness of clients, alteration of flight timings, weather conditions, environmental hazards or political situations at short notice.

The timings of the trip and proposed flight details will be provided to you with the confirmation of booking. You will be notified approximately 120 days prior to departure of the schedule and flight timings. Mountains in Mind cannot accept liability for any changes to flights made by the airline carrier.

10. Insurance

Mountains in Mind advises that you purchase travel insurance when you book your trip. This

may allow you to claim in the event of cancellation. The insurance you need to purchase should be suitable to provide cover for the whole duration of the trip and specifically cover the activity that you are undertaking. Trekking in high altitude regions in remote locations is deemed a hazardous activity so you must have suitable insurance that covers search, helicopter rescue and repatriation in the event of a medical emergency.

11. Liability

By signing the booking form and accepting the Terms and Conditions, you are accepting and acknowledging of the risks and dangers associated with trekking in remote regions of the world where weather conditions, terrain and the remoteness of the area can be deemed hazardous. Clients participating in tours need to be aware of the risks and to take responsibility for your own participation.

At Mountains in Mind your safety and welfare is paramount to us. Our suppliers will do their utmost to ensure your safety on a trip but you need to be aware that in some countries that we operate, standards may be lower than what you would normally expect at home. Due to limited infrastructure, if you require evacuation this could take longer than expected.

Mountains in Mind shall not be liable for any illness, injury or loss of life sustained on any trip, except where such illness, injury or loss of life is caused by the negligence of Mountains in Mind.

Mountains in Mind shall not be liable for any uninsured loss of your personal property.

Mountains in Mind shall not be liable where any failure in your trip that is attributable to you, or attributable to a third party unconnected to your trip and where the failure is unforeseeable or unavoidable and is beyond Mountain in Mind's control and the consequences of which could not have been avoided even if all due care had been exercised; or an event which neither Mountains in Mind or our suppliers, even with all due care, could not have foreseen or forestalled.

If you make a claim against Mountains in Mind our liability to pay you compensation and the amount of the compensation shall be limited in accordance with and/or identical in manner to any relevant international Convention. Applicable International Conventions are the Montreal Convention 1999 in respect of travel by air, the Athens Convention 1974 in respect of travel by sea and the Paris Convention 1962 in respect of the provision of hotels. These Conventions limit the amount of compensation that you can claim for loss of life, injury, delay to passengers and loss, damage and delay to luggage. Mountains in Mind shall have no legal liability whatsoever to you other than detailed in these terms and conditions for any loss or damage.

12. Equipment

Mountains in Mind provides a kit list of the the clothing and equipment that you need to bring with you on a trip. You can arrange to hire some items of equipment from a hirecompany through us. Mountains in Mind can offer guidance on your kit but you must ensure that it is fit for purpose prior to your departure. Mountains in Mind accepts no responsibility for any loss of kit or equipment. You must bear the responsibility for any wear or tear. You will be responsible for any hired equipment throughout the trip.

Mountains in Mind or its suppliers may provide some equipment such as tents and camping equipment during the trip. If you deliberately or recklessly cause damage to any such equip-

ment, Mountains in Mind may recover the cost against you.

13. Complaints

Mountains in Mind hope that you have an amazing experience on all trips. However, if you do encounter a problem, please inform the Leader at the earliest opportunity who will try and resolve any issues informally.

If your complaint is not resolved informally, please follow this up by sending an email to Mountains in Mind no later than 28 days after the date of your return from the trip. Mountains in Mind will investigate any issues and respond in writing back to you within 28 days.

14. Excursions

If you purchase any excursions or other tours externally to Mountains in Mind, your contract will be with the supplier of the excursions and not with Mountains in Mind.

15. Passport and Travel Documentation

It is your responsibility to ensure that your passport is valid or has the required level of validity left on it prior to travel. If you fail to do so, Mountains in Mind accepts no liability for any loss of you being unable to travel or any fines to be paid nor will we be able to provide a refund or transfer any of your travel arrangements to an alternative trip.

Mountains in Mind will provide basic advice on any visa requirements but authoritative advice should be obtained from the appropriate embassy, consulate or the Foreign and Commonwealth office for British nationals.

16. Data Protection

Mountains in Mind shall ensure that your personal data (as defined in the Data Protection Act 1998) is stored securely. When you make a booking, you consent to all the information you provide being passed onto Mountains in Mind's suppliers whether based inside or outside the European Economic Area for the purposes of providing you with the trip.

17. Privacy

Mountains in Mind may take photographs and video footage of you during the trip. By agreeing to the Terms and Conditions of the booking you are providing consent to Mountains in Mind to take photographs or video footage. These images or footage may be used for marketing purposes by Mountains in Mind.

18. Special Requests

It is your responsibility to advise Mountains in Mind of any specific special requests. This may be related to inter alia accommodation, flight arrangements or dietary requirements.

Mountains in Mind will do our best to accommodate any specific arrangements but there may be an additional charge, which you will be notified of.

19. Advertising

The details of the trips that are advertised on the website or contained within our brochures are accurate and correct to the best of our knowledge. Typographical errors may occasionally occur and we suggest that you check all details of your chosen trip at the time of booking.

....and finally!

The terms and conditions of all agreements made with Mountains in Mind shall be subject to and governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any dispute.