



## 1. Interpretation

### 1.1 In these Conditions:

**Client:** The person for whom the Supplier has agreed to provide a Service in accordance with these Conditions.

**Contract:** An agreement of the provision of the Service as set out herein.

**Service:** The service to be provided by the Supplier for the Client.

**Supplier:** Advocate Events & Tours Ltd, Registered Company number 15551098. Registered office address 61 Bridge Street, Kington, Herefordshire, United Kingdom, HR5 3DJ.

**Charity events:** Bear a registration fee, the value of which is dependent on each event.

**Minimum Sponsorship pledge:** The amount set by the charity for which the event supports.

**Trip:** Used interchangeably to mean either a holiday, course, or expedition.

**Primary Booker:** The individual who completes the booking process on behalf of themselves and/or other participants. The Primary Booker is responsible for the group as outlined in Clause 2.4.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. Responsibility and Personal Safety

2.1 Advocate Events & Tours recognises and advises that due to the nature of the trip and activities it offers, accidents are possible and the Client must be aware of the risks. The Client travels at their own risk, and except as expressly provided for in these conditions, Advocate Events & Tours shall not be liable to the Client by reason of any representation or any implied warranty, condition or other terms, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special, or consequential loss, damage, cost, expenses, or claims, which arise out of or in connection with the provision of the Service or their use by the Client, unless caused by Advocate Events & Tours negligence. The entire liability of Advocate Events & Tours under or in connection with the Contract shall not exceed the number of Advocate Events & Tours' charges for the provision of the Service.

2.2 Advocate Events & Tours shall not be liable to the Client or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Advocate Events & Tours's obligations due to causes beyond its reasonable control.

2.3 The Client acknowledges that they have read and understood the safety guidelines provided by Advocate Events & Tours and agree to comply with them during the trip.

#### 2.4 Primary Booker Responsibility:

**Binding Agreement:** By booking on behalf of other participants, the Primary Booker confirms that they have the authority to accept these terms and conditions on behalf of all individuals included in the booking.

**Liability:** The Primary Booker is responsible for ensuring that all participants have read and understood the terms and conditions. The Primary Booker will be held liable for any breach of these terms by any participant included in the booking.

**Communication:** All communication regarding the trip, including changes, updates, or cancellations, will be directed to the Primary Booker. It is the Primary Booker's responsibility to relay this information to all participants.

### 3. **Booking Conditions**

3.1 To make a booking, the Client must complete the booking form and submit a deposit. The balance of the trip cost must be paid by the due date specified.

3.2 Cancellation by the Client must be in writing and is effective from the date it is received by Advocate Events & Tours. Cancellation fees apply as outlined in the booking confirmation:

- Deposits are non-refundable under any circumstances.
- More than 60 days from event date loss off any prepayments
- Less than 60 days before departure: 100% of the total cost is due.

3.3 If Advocate Events & Tours cancels the trip, the Client will receive a full refund unless the cancellation is due to circumstances beyond Advocate Events & Tours's control (see Clause 7). The Client is also entitled to choose an alternative trip of equal value, subject to availability.

3.4 Amendments to bookings by the Client must be made in writing and may incur additional charges, which will be communicated at the time of the request.

### 4. **Insurance**

4.1 Clients must have adequate travel insurance to cover the trip, including medical expenses, repatriation, trip cancellation, and personal liability.

4.2 The Client is required to provide proof of insurance coverage to Advocate Events & Tours prior to the trip departure. Failure to do so may result in the Client being excluded from the trip.

## **5. Health and Safety**

5.1 The Client is responsible for ensuring they are in suitable health and fitness to undertake the trip. Any pre-existing medical conditions must be disclosed at the time of booking and may require a doctor's certificate.

5.2 Advocate Events & Tours reserves the right to refuse participation to any Client deemed medically unfit or whose participation may jeopardise the health and safety of other participants.

5.3 Clients must comply with all safety instructions provided by Advocate Events & Tours staff and trip leaders. Failure to do so may result in termination of the Client's participation in the trip without a refund.

5.4 The Client is responsible for ensuring they have the requisite fitness for the event they have chosen. The Client will have their participation curtailed should they be unable to hike or run at the appropriate pace.

## **6. Complaints**

6.1 Complaints must be reported immediately to the trip leader to provide an opportunity to resolve the issue on-site.

6.2 If the issue is not resolved satisfactorily, the Client must submit a written complaint to Advocate Events & Tours within 28 days of the trip's end. Advocate Events & Tours will acknowledge the complaint within 14 days and aim to provide a resolution within 28 days.

## **7. Force Majeure**

7.1 Advocate Events & Tours is not liable for any loss, damage, or alteration to the trip caused by events beyond its control, including but not limited to natural disasters, adverse weather conditions, war, civil unrest, strikes, and other unforeseen events.

7.2 In the event of force majeure, Advocate Events & Tours will make reasonable efforts to offer alternative arrangements or reschedule the trip. Additional costs incurred due to such events may be borne by the Client.

## **8. Liability**

All mountain climbing, walking, running and outdoor events carry an element of risk. You may be trekking at high altitude or over uneven terrain. By agreeing to these terms and conditions you accept all of the risks involved and will not hold Advocate Events & Tours Ltd, or any of our individual contractors liable for losses, injury or death however caused unless proven to be caused by our negligence. You accept that you are undertaking this challenge entirely at your own risk.

## **9. Governing Law**

9.1 These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.