

## **Terms and Conditions of Business of Summit Wild**

The following are the Terms and Conditions of Business of Summit Wild Limited, a company registered in England and Wales with number 15866538 and whose registered office is at 167-169 Great Portland Street, London W1W 5PF (“Summit Wild” or “we”). No variation of these Terms and Conditions shall be binding unless agreed in writing between Summit Wild and Summit Wild’s client “you” and you shall not be entitled to rely on any representation or warranty, express or implied, which is not contained in these Terms and Conditions or the Final Proposal (defined below).

In the event of any conflict between these Terms and Conditions and a Final Proposal, the terms of the Final Proposal shall prevail.

### **1. The Proposal**

- 1.1 Summit Wild shall provide a proposal to you for the trip to be arranged by Summit Wild for you (“the Trip”). The details of the proposal may change to fulfil your requirements insofar as this is possible and when the final version of the proposal (“the Final Proposal”) is accepted by you and returned to Summit Wild (“the Final Proposal”) by post or e-mail, the Final Proposal, together with these Terms and Conditions, shall constitute a legally binding contract between Summit Wild and you.
- 1.2. You shall assume sole responsibility for ensuring that the details described in the Final Proposal meet your requirements before accepting the Final Proposal. Summit Wild cannot change the Final Proposal if we are not notified of any inaccuracies in a Final Proposal within ten days of your signing it. We will do our best to make any changes notified to us after this, but you will have to meet any costs involved.
- 1.3 Summit Wild is registered with Trust Protects, a recognised financial failure protection scheme, through which payments to Summit Wild are processed and which allows you to independently verify that your booking payment is protected.
- 1.4 By returning the signed Final Proposal to Summit Wild, you confirm that:
  - (i) you are over 18 years of age;
  - (ii) that you are in a good state of health and fitness;
  - (iii) you have (or intend to) take out appropriate travel insurance (see paragraph 7 below); and will send a copy of the relevant insurance certificate to Summit Wild; and
  - (iv) that you have read, understood and agreed to be bound by these Terms and Conditions.

### **2. Changes to your Trip**

If you want to change the details of your Trip after you have signed the Final Proposal and a binding contract exists between us, we will use our reasonable endeavours to accommodate your wishes. However we cannot guarantee that such changes can be made. Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers and including for example any cancellation fee that may be incurred.

### **3. Cancellation by You**

If you need to cancel your trip, please submit your request in writing via email from your registered email address, after which cancellation fees will apply based on the table below as a percentage of your total trip cost. These charges reflect costs already incurred or committed on your behalf, and while we cannot guarantee refunds, you may be able to recover these through your travel insurance provider. Summit Wild reserves the right to deduct reasonable administration fees from any eligible refunds, which typically take up to six weeks to process:

Cancellation Date (number of days prior to departure date)	Cancellation Fee (percentage of total cost of holiday)
84+	Loss of deposit
29-83	90%
0-28	100%

#### **4. Cancellation or Changes by Summit Wild**

- 4.1 Summit Wild will not be liable for any delay or failure in performance of its obligations under its contract with you which is due to or results from any circumstances beyond its reasonable control, including, but not limited to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, strikes, lockouts, labour difficulties, pandemic, epidemic, national medical emergency, quarantine or any other similar cause. In any such event Summit Wild shall be entitled to delay, change the itinerary or cancel your Trip.
- 4.2 Summit Wild will make every effort to ensure that its minimum participation (i.e. minimum number of persons on a particular Trip) will be met. Occasionally, if this minimum participation cannot be met, it may be necessary to cancel the Trip, in which case any money paid by you will be refunded in full. You are advised not to incur any non-refundable expenditure until we have confirmed that the minimum participation has been met and your Trip will proceed.
- 4.3 You will be aware that with the nature of trips offered and arranged by Summit Wild it may be necessary to change details of the itinerary and arrangements, including at short notice.
- 4.4 All participants on Summit Wild group Trips are expected to conform to the highest standards of behaviour and to observe local regulations. The guide has the right to exclude any participant breaching the above from the Trip. Any expense incurred in removing you from the Trip or making good any loss or damage you have caused will be for your own account.

#### **5. Payment and Payment Terms**

- 5.1 The fees for each Trip and the payment terms will be set out in the Final Proposal.
- 5.2 Summit Wild may increase the fees stated in the Final Proposal if you have further requirements, which must be confirmed by you in writing, or if the costs of any third party supplier increases. Any increase in fees shall be advised to you before any changes to the Trip are confirmed.
- 5.3 On receipt of the signed Final Proposal, you will receive a Payment Request from Summit Wild for 25% of the total price of the Trip. This payment will be processed through Trust Protects (see paragraph 1.3) and must be settled within the date stated on the Payment Request.
- 5.4 Within 12 weeks of the start of your Trip, you will receive a Payment Request for the balance of the total cost of the Trip, which must be settled within the date stated on the Payment Request.

#### **6. Flights**

- 6.1 You are responsible for booking and paying for outward and return flights to and from your Trip starting location. Summit Wild cannot be held responsible for any delays or cancellations of flights that may negatively impact your trip. However, we will make every reasonable effort to minimise any inconvenience you may suffer. You are advised to ensure that your travel insurance covers any such loss. (Please see the reference to minimum participation in paragraph 4.2.)

- 6.2 Summit Wild will let you know when the minimum participation for a Trip has been confirmed, before which you are advised not to book your flight (see paragraph 4.2)

## **7. Liability**

- 7.1 Summit Wild shall not be liable to you for any loss or damage, costs or expenses suffered by you which arise out of or in connection with the providing of the Trip by Summit Wild or the termination of the contract between Summit Wild and you, except for death or personal injury arising from Summit Wild's negligence or for fraudulent misrepresentation or anything else that cannot be excluded by law.
- 7.2 The Client assumes all risks as to the suitability of the Trip.
- 7.3 Summit Wild's total liability to the Client in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance of Summit Wild's contract shall be limited to, and in no event shall exceed, the fees paid by the Client to Summit Wild for the Services.

## **8. Fitness and Travel Insurance**

- 8.1 Some of the Trips arranged by Summit Wild are quite rigorous and you must be sure that you are healthy and fit enough to travel to remote areas which do not provide the comforts you may be used to. Although Summit Wild tries to visit the accommodation provided on Trips, we have not personally visited all of them or carried out extensive checks.
- 8.2 You are responsible for ensuring that you have the correct documentation and that you take all necessary health precautions (including vaccinations) before and during your Trip.
- 8.3 In the unlikely event that your guide concludes that your physical condition is such that continuation on the Trip could jeopardise your health or other members of the Trip, your guide reserves the right to ask you to discontinue with the Trip. You may have to claim on your insurance in such circumstances.
- 8.4 IT IS ESSENTIAL (and a condition of Summit Wild accepting your signed Final Proposal) that you have suitable travel insurance to cover you for your Trip (including, without limitation, cover for costs of repatriation (including International medical emergency and air ambulance services). You must ensure that you are adequately covered by insurance for all parts of your trip (including, but not limited to, cover for high-altitude trekking and climbing and make sure that you have checked and are satisfied that the terms of the policy cover all eventualities you may encounter on your Trip before you purchase your insurance.

## **9. Data Protection**

- 9.1 You consent to Summit Wild holding and processing personal data (which may include your name, contact details, passport, visa, insurance details, and dates of birth, and special requirements and sensitive personal data) relating to you for legal, personnel, administrative and management purposes; and in particular to the processing of any "personal data" as defined in the Data Protection Act 1998. Any personal data that Summit Wild may use will be collected, processed, and held in accordance with the provisions of, and your rights under the UK General Data Protection Regulation ("UK GDPR").
- 9.2 Summit Wild's Data Protection Policy is available to view on Summit Wild's web site at [www.summitwild.com](http://www.summitwild.com).

## **10. Publicity**

You give us permission to use any photograph or film taken on a trip for our publicity purposes.

## **11. Changes to Terms and Conditions**

Summit Wild reserves the right to change these Terms and Conditions without notice.

## **12. Law**

These Terms and Conditions and the Final Proposal shall be governed and construed in all respects in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.