



## 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. We are also known as "Life Happens Outdoors" or simply "LHO".

### 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", "Course", or simply "Trip" 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. We sometimes refer to it as the "Core |

Itinerary” when differentiating it from supplementary “add-ons”.

- “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.
- “Credit” means a currency denominated value, sometimes referred to as “LHO Credit”, provided at our discretion, that can be used to purchase all or part of a Tour.
- “Add-ons” refers to any supplementary service or accommodation option available for purchase in addition to the Tour. These additional services may include, but are not limited to, extra nights of accommodation, optional excursions, special amenities, or enhanced features not originally included in the standard package.
- “Deposit” means the deposit payable to secure your place on the Tour. The Deposit is 20% of the total Tour cost. Any Reduced Deposit or reduced upfront amount we accept is a part payment of the Deposit only and does not reduce the Deposit due under these Terms.
- “Reduced Deposit” means a promotional or discretionary reduction to the upfront amount payable at booking. A Reduced Deposit does not reduce the Deposit payable under these terms or the cancellation charges calculated under Section 7.
- “Instalment Plan” means the option to pay the Tour price in scheduled instalments prior to the Tour Start Date. The number of payments depends on how far in advance you book and may extend up to 12 months. The final instalment is due no later than 60 days before departure.

“Instalment Plan Email”	means the email we send after booking where you select an instalment plan, summarising your instalment schedule and key terms for your records. The instalment schedule shown at checkout and in your online account forms part of your contract with us. The Instalment Plan Email is provided for your records and does not vary your contract.
“Instalment Plan Administration Charge”	means the booking administration charge payable upfront where you select an instalment plan, as shown at checkout.
“Minor Participant Consent Form”	means the standalone consent and safeguarding acknowledgment form completed by a parent or legal guardian for any participant under the age of 18, as provided by us.

## **2.What is in the Adventure Holiday**

- 2.1. This section summarises what is included in your Tour and what is not included. Your Tour is delivered as a single package within the itinerary dates and at the scheduled times and locations, as set out on the relevant Tour page and in the Tour guidebook.
- 2.2. The following items are included:
  - 2.2.1. group travel and transfers provided within the itinerary, from the Meeting Point to the Departure Point;
  - 2.2.2. accommodation and meals as specified in the itinerary and on the relevant Tour page and Tour guidebook
  - 2.2.3. drinking water where stated as included
  - 2.2.4. the services of one or more leaders;
- 2.3. The following items are not included
  - 2.3.1. all travel to reach the Meeting Point and all travel after the Tour ends at the Departure Point, whether international, regional, or local, and any other costs incurred by you before joining or after leaving the Tour

- 2.3.2.
  - 2.3.3. travel insurance, cancellation insurance, medical insurance or any other insurance personal to you;
  - 2.3.4. passport and visa costs;
  - 2.3.5. vaccinations and medication, before, during and after the Tour;
  - 2.3.6. food and drink over and above what we include in the Tour;
  - 2.3.7. gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.
  - 2.3.8. any items listed under the “exclusions” section of the relevant Tour page and/or in the Tour guidebook.
- 2.4. A comprehensive list of Tour-specific inclusions are found on the relevant Tour page and in the Tour guidebook.
  - 2.5. Your Tour is a single package delivered within the itinerary dates and in the manner described on the relevant Tour page and in the Tour guidebook. Included services such as transfers, accommodation nights, meals, guiding, permits, and other logistics are provided only at the scheduled times and locations as part of the group itinerary.
  - 2.6. If you choose not to use an included service when it is provided, or if you leave the itinerary early or deviate from it for personal reasons, that unused portion is forfeited. Unused services are not refundable, exchangeable, transferable, or redeemable at a later date, and we are not obliged to provide them outside the itinerary, for example a return transfer to the airport on a different day.
  - 2.7. Where you temporarily depart the group and later rejoin the itinerary, any services you missed remain forfeited unless we agree otherwise in writing. If we agree in writing to provide any service outside the itinerary, this will be subject to availability, operational constraints, and any additional costs.
  - 2.8. If you would like transportation outside the itinerary, additional nights’ accommodation, private transfers, or any other services not included in the scheduled Tour, these may be available as paid Add-ons. Add-ons must be requested in advance, are subject to

availability and operational constraints, and will be confirmed only once paid for and agreed by us in writing.

### **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 five days to allow you time to send us your deposit or, if paying by instalments, to accept the instalment option at checkout and any related payment schedule. We follow this strictly because many adventure holidays are booked up fast. It may not be possible to hold your provisional booking for five days if the trip start date is within 60 days or there are a limited number of places remaining on the trip you seek to book. 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. Where you select the instalment option, we will also send you an Instalment Plan Email after booking confirming your schedule and key terms for your records.

Where your Tour is a package travel contract within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018, you do not have a 14 day cooling off right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Your cancellation rights are set out in the section headed Changes and Cancellations by You.

- 3.2. Once a booking deposit is received it is not refundable at any time or for any reason. The booking deposit is 20% of the total Tour cost (the Deposit). Where we accept a Reduced Deposit amount as part of a promotion or discretionary offer, that amount is a part payment of the Deposit only and does not reduce the Deposit payable under these terms. If you cancel, you remain liable for the full Deposit and any other cancellation charges that apply at the time of cancellation. We advise participants to purchase “any reason” cancellation insurance. Exceptions highlighted in Section 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 a booking includes a participant under the age of 18, a parent or legal guardian must make the booking and enters into this contract on their own behalf. The parent or legal guardian is responsible for all payments and any charges under these Terms.
- 3.5. Before travel, the parent or legal guardian must complete a Minor Participant Consent Form in the form we provide. We may refuse participation where the required form is not provided by the deadline we specify.

Participants under the age of 16 must be accompanied on the Tour by a parent or legal guardian unless we agree otherwise in writing. Participants aged 16 to 17 may participate without a parent or legal guardian only where we confirm this in writing and subject to any conditions we set, which may include a nominated responsible adult on the Tour, additional emergency contact requirements, and completion of additional documentation.

We operate a safeguarding policy for Tours that include under 18 participants. Where a Tour includes under 18 participants, we will ensure that any staff member or leader with primary responsibility for those participants has appropriate safeguarding training and vetting checks, including an enhanced DBS check for UK based staff where available and appropriate, or equivalent checks where available in the relevant jurisdiction. Further details are available on request.

- 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 authorise the remaining balance to be withdrawn automatically 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 instructions 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 authorise 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, you will still be required to pay the Deposit to confirm your place. The instalment option is a payment schedule for the Tour price. It is offered only where permitted by applicable law. No interest is charged. Where you select an instalment plan, an Instalment Plan Administration Charge of 1.6% of the total booking amount is payable upfront at the time of booking. The remaining balance will be divided into monthly payments. The number of payments depends on how far in advance you book and may extend up to 12 months, with the final instalment due no later than 60 days before the Tour Start Date. The instalment schedule shown at checkout and in your online account forms part of your contract with us. Where you select the instalment option, we will send you an Instalment Plan Email after booking, confirming your instalment schedule and key terms for your records. You authorise Life Happens Outdoors to charge the bank card used for your Deposit for the scheduled instalments. If an instalment payment fails, you authorise us to retry the charge up to 5 times. If a payment is not successfully collected after 5 attempts, or if you withdraw this authorisation and do not settle the outstanding amount by another method, your booking will be considered incomplete and we reserve the right to cancel your reservation and release your spot on the Tour. In the event of cancellation due to failed instalment payments, your booking will be handled in accordance with Section 7 (Changes and Cancellations by You). The Deposit is forfeited and any other sums paid will be applied against the cancellation charges due at the time of cancellation. If you have paid more than the cancellation charges due, we will refund the difference. If you have paid less than the cancellation charges due, you must pay the difference immediately on request. The instalment plan will be set automatically unless an alternative payment plan has been agreed upon with a member of the Life Happens Outdoors team in writing. In such cases, the alternative plan will override the standard instalment schedule, except for the Deposit, which remains a mandatory and non refundable condition of booking. If you need to agree to an alternative instalment plan, you must do so in writing via email to [info@lifelifehappensoutdoors.com](mailto:info@lifelifehappensoutdoors.com) within 7 days of your initial booking. Failure to confirm your acceptance of the plan within this timeframe may result in the termination of the booking, and the Deposit will not be refunded.

- 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 60 days 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 Section.
- 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 Section 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 full card details. Our payment service provider may store a secure token of your card details in order to process payments you have authorised, including any recurring, balance due, or instalment payments.
- 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. This includes, without limitation, failure to pay the balance by the due date and failure to make scheduled instalment payments where you have selected an instalment plan. If we do that, you accept that a cancellation fee will be due to us.

## 6.Surcharges

- 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. The Deposit is 20% of the total Tour cost. Where we accept a reduced upfront deposit amount as part of a promotion or discretionary offer, that amount is a part payment of the Deposit only and does not reduce the Deposit payable under these Terms. Exceptions highlighted in the section headed 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. Accommodations may offer include:
  - 7.2.1. relocating your booking to alternative Trip dates of the same Tour;
  - 7.2.2. offering you time-limited credit to be used on another Tour.

- 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, the Deposit (20% of tour cost) and any flight costs which have been invoiced, will be forfeit. If you have paid a reduced upfront deposit amount, you remain liable for the full Deposit.
- 7.5. We shall charge a cancellation fee related to the time remaining before the date of departure, as follows. The cancellation charges set out below are a genuine pre estimate of our losses and costs, including committed supplier payments, permits and logistics, staffing and planning time, and the reduced likelihood of reselling a place close to departure. Amounts you have paid will be set off against the cancellation fee due. If you have paid less than the cancellation fee due, you must pay the difference immediately on request. If you have paid more than the cancellation fee due, we will refund the difference within 14 days. If we are able to resell your place and our loss is reduced, we may at our discretion refund an additional amount, less our reasonable costs.

Up to 60 days:	Deposit (20% of tour cost) + 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 no 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 reduced 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 in addition to 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 or 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.

## **9.Changes to Itinerary and Additional Costs**

9.1. Life Happens Outdoors operates in dynamic environments where itineraries may need to change due to factors beyond our control, including weather, access restrictions, and safety considerations. Where a change results in additional costs that are necessary to deliver the Tour safely or to complete the itinerary, you agree to reimburse those reasonable costs.

9.2. We will tell you about anticipated additional costs as early as reasonably possible and, where practicable, provide an estimate. For additional costs that are not required for safety, and where the

additional cost exceeds £100 per person, we will seek your agreement before incurring the cost. Where urgent circumstances make it impractical to obtain agreement in advance, we may incur reasonable and necessary costs to protect safety, and you agree to reimburse those costs. We will use reasonable endeavours to minimise any additional costs and to provide supporting information or receipts where available.

## **10. Payment Protection & Refunds**

- 10.1. In accordance with the Package Travel and Linked Travel Arrangements Regulations 2018, we provide insolvency protection for your payments. All payments received by us are held in a designated trust account until the completion of the Tour, or are otherwise protected by an equivalent mechanism that meets the requirements of those Regulations. We do not sell flights and we are not an ATOL holder. We are not a member of ABTA. Details of our insolvency protection and the pre contract information required by the Regulations are available on request and are provided to you before you are bound by the contract.
- 10.2. In line with the UK Package Travel and Linked Travel Arrangements Regulations 2018, Life Happens Outdoors (LHO) assures that any refunds owed to customers for services or packages booked will be processed within 14 days.

## **11. Pre-Trip Information Collection**

- 11.1. To ensure we can effectively plan and execute your trip, we require certain information from you prior to the start of your adventure. This includes, but is not limited to, flight details, dietary requirements, insurance documents, and answers to other trip-specific questions. We refer to this as the "Adventure Form." The Adventure Form can be accessed through your account on our website at <https://www.lifehappensoutdoors.com/my-account> under the "Upcoming Trips" tab. A link to the form will also be regularly sent to you via email until it is completed. It is your responsibility to

complete the Adventure Form within the required time frame. Failure to do so may result in certain services, such as airport transfers, being delayed or unavailable. We consider your booking incomplete until the Adventure Form is fully submitted.

- 11.2. Please note that "incomplete" within the meaning of section 11 does not imply that you are owed a refund or that your payment obligations to us are reduced in any way. Completing the Adventure Form is an essential part of your booking process, and failure to comply does not negate the terms of payment or the deposit requirements.

## **12.Travel Insurance**

- 12.1. 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.
- 12.2. 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.
- 12.3. We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

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

Please note carefully:

- 13.1. 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;
- 13.2. remember to apply for any necessary visa in good time;

- 13.3. 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).
- 13.4. If you are travelling in Europe, you should carry appropriate health cover documentation such as a GHIC (for eligible UK residents) or an EHIC (for eligible EEA and Swiss residents). EHIC cards issued before the UK left the EU may remain valid until their expiry date. 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.
- 13.5. 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.
- 13.6. 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.

## 14. Tour Information

- 14.1. Approximately four weeks before the Tour Start Date, we shall send you a pack of information relating to your Tour. This information will include:
  - 14.1.1. location of Meeting Point and time of meeting;
  - 14.1.2. climate and clothing recommendations;
  - 14.1.3. any important details relevant to a particular adventure that we may be engaged in;

## 15. Accommodation

- 15.1. 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:

- 15.1.1. we reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- 15.1.2. single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.

If you would like a single room, you must request it at the time of booking or as soon as possible. Single room supplements vary by destination and date and are subject to availability. We will confirm the supplement and the payment deadline in writing. If you do not pay the supplement by the deadline, we may treat the request as cancelled and allocate shared accommodation.

- 15.1.3. accommodation in some countries will be of a lower standard than comparable accommodation in the UK. You should expect mattresses and pillows to be clean; shower rooms and toilets may be shared.

## **16.Changes of Itinerary**

- 16.1. 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.
- 16.2. It is also possible that new information on the conditions will in our opinion benefit the Tour participants generally by providing better adventure opportunities.
- 16.3. 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.

## 17. Add-Ons and Additional Nights Stay

- 17.1. You acknowledge that additional services and nights beyond the Tour itinerary, referred to as "add-ons," may be available for purchase through our website.
- 17.2. "Add-ons" are strictly those services or upgrades purchased directly through [www.lifehappensoutdoors.com](http://www.lifehappensoutdoors.com) or in direct communication with our office team sometimes referred to collectively as "LHO Base Camp", "The Base Camp Team" or simply "Base Camp."
- 17.3. Only services purchased according to section 15.2 of this agreement are considered "add-ons". Extra services, upgrades or purchases made directly to and arranged directly by a third party, hotel, local guide, or any other service provider, even where said hotel, local guide or service provider may be associated with us through a partnership, employment by or contract, is not considered by either you or us to be an "add-on".
- 17.4. 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. Refunds for unavailable add-ons will be processed promptly by us.
- 17.5. We reserve the right to cancel or modify any add-ons at our discretion. If we cancel an add-on, 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.
- 17.6. You understand that LHO is responsible only for add-ons and extra nights purchased directly through us. Any additional night's 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.
- 17.7. 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.
- 17.8. We pass on seasonal rates and discounts to you, our members, for add-ons such as extra night's stay. Prices are subject to change based on seasonal variations and availability.

- 17.9. 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.
- 17.10. No refund will be provided for any additional night's stay, services, or arrangements made independently by you beyond those organized by us.
- 17.11. 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 Tour and selected add-ons.
- 17.12. Cancellation of Add-ons. Add-ons are priced separately and often involve supplier commitments. If you cancel an Add-on, our charges will reflect the costs we cannot recover. Unless different terms are shown at the time of purchase, the following applies. More than 30 days before the Add-on start date, we will refund the Add-on price less a £25 administration fee. From 30 days to 15 days before the Add-on start date, 50% of the Add-on price is payable. From 14 days before the Add-on start date, 100% of the Add-on price is payable. This Add-on cancellation policy applies to Add-ons and does not change the Tour cancellation policy in the section headed Changes and Cancellations by You.

## **18. Baggage Restrictions**

- 18.1. 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 guidelines for this particular Tour are available in the relevant Tour guidebook. It will also be communicated to you by e-mail upon booking.

## **19. Limitations on our Liability**

- 19.1. 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:

Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or any other liability that cannot be limited by law.

- 19.1.1. any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
- 19.1.2. 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)
- 19.1.3. the wildlife, scenery or other sites within the natural environment that are stated within the Life Happens Outdoors Tour Pack;
- 19.1.4. any aspect of goods or services you buy or accept other than those arranged by us;
- 19.1.5. medical problems or physical difficulties that are not caused by our negligence, even if you have told us about them in advance;
- 19.1.6. medical emergencies that are not caused by our negligence;
- 19.1.7. your own carelessness or negligence in any aspect of your behaviour whilst with us;
- 19.1.8. changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- 19.1.9. problems or issues which we could have resolved whilst on a Tour but which you raise only after your return.
- 19.1.10. 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:
  - 18.1.10.1 the act or omission of you or anyone in your party;
  - 18.1.10.2 the act or omission of a third party not connected with the provision of your holiday.

- 19.1.11. 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.

## **19 Local Standards**

- 19.2. 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.
- 19.3. 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.
- 19.4. 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).

## **20 Limitation of Compensation by International Conventions**

- 19.5. 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 UK and EU rules 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.

- 19.6. 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. You should ensure your travel insurance provides adequate cover for your personal possessions and any loss above this limit.
- 19.7. 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.

## **21 Flight and Other Transport Delays: Limit of our Liability**

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 Where any delay in returning home lasts for longer than 24 hours, the airline may be required to provide assistance such as accommodation and meals under applicable passenger rights legislation. Your entitlement depends on the route and carrier. We regret we cannot meet such expenses where the airline does not do so, or where you choose not to accept the arrangements offered.

- 21.5 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.
- 21.6 Passenger rights legislation, including the UK and EU versions of Regulation 261/2004 often referred to as the Denied Boarding Regulations, may apply depending on the route and carrier. Where applicable, you must pursue the airline for compensation or other assistance due to you. We have no liability to make any payment to you in relation to those passenger rights rules or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of boarding.
- 21.7 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.
- 21.8 If your airline does not comply with these rules you may complain to the Civil Aviation Authority. Current guidance and contact details are available at [www.caa.co.uk](http://www.caa.co.uk).
- 21.9 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.

## **22 Help We Need From You**

- 22.1 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.
- 22.2 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.

- 22.3 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.
- 22.4 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.

## **23 Statement of Risk**

- 23.1 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.

## **24 Statement of Physical Ability**

- 24.1 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.

## 25 Data Protection

- 25.1 Life Happens Outdoors is the data controller for the personal data we collect about you. Our Privacy Notice explains what we collect, why we collect it, how we use it, and your rights, and is available on our website or on request. During Tours we may take photos and videos to document the experience and to share memories with participants. We will only use images or videos that identify you for marketing or publicity where you have given explicit opt in consent via the Adventure Form or another standalone consent request. You can withdraw your consent at any time by emailing [info@lifelifehappensoutdoors.com](mailto:info@lifelifehappensoutdoors.com). Withdrawal will not affect any use made before withdrawal.

## 26 Trip Photography Policy

- 26.1 At Life Happens Outdoors, we believe that capturing the moments of adventure is an integral part of the experience. Unless stated otherwise or on certain specialized trips, our LHO Team Leaders typically document the journey using both camera phones and DSLR cameras. These images serve as cherished memories for our joiners and are provided for their personal use after the trip.
- 26.2 Participants are free to use these images for personal purposes, such as sharing with friends and family or printing them for personal keepsakes. However, we kindly request that when posting these images on social media, joiners tag Life Happens Outdoors and credit the Team Leader who captured them. If the images are used by third parties, including but not limited to articles, editorials, sponsorship materials, or presentations, proper credit must be given to both Life Happens Outdoors (@lifelifehappensoutdoors) and the Team Leader who photographed them.
- 26.3 Use of Trip Photography by Life Happens Outdoors
- 26.4 Throughout our adventures, Life Happens Outdoors captures images and videos to share the essence of our trips with our community. We will only use images or videos that identify you in our marketing or promotional content where you have opted in as described in the Data Protection section and in the Adventure Form.
- 26.5 If you do not opt in, we will not use images or videos that identify you in our official marketing content. If you opt in and later withdraw consent, we will stop future use where reasonably practicable.

## **27 Inclusivity, Diversity & Tolerance Policy**

- 27.1 We are committed to fostering inclusivity, celebrating diversity, and promoting tolerance within our LHO community and beyond. We believe in creating an environment where everyone feels valued, respected, and accepted regardless of differences in background, beliefs, and sexual orientation.
- 27.2 Additionally, we have a strict policy against any form of abuse towards our staff and local teams. We prioritize the well-being and safety of our team members, and any instances of disrespectful behaviour or behaviour that contradicts our policy on inclusivity, diversity and tolerance will be addressed seriously.
- 27.3 Failure to adhere to these standards may result in the immediate termination of services without refund and may be banned from joining any future Tour.

## **28 Our Commitment to a Respectful Work Environment**

- 28.1 LHO is a home to our staff, guides, and partners who often spend more time with us, in the very challenging environments that we operate in, than they do with their own families. We appreciate everyone who contributes to the fulfilment of your Tour because we know the sacrifice they make to ensure that the LHO adventure experience is delivered. That is why we operate a zero-tolerance policy towards anyone who verbally, physically, or emotionally abuses our staff, guides, or partners.
- 28.2 We recognize that our adventures take place in environments that can be physically and mentally challenging. We understand that participants may experience frustration, particularly if they do not achieve their objectives or face unexpected difficulties. Our team is trained to handle these situations with understanding and mitigation techniques, recognizing that emotions can run high in stressful outdoor conditions. However, while we empathize with the challenges of such experiences, we take swearing, aggressive behaviour, and any form of abuse extremely seriously.
- 28.3 If, after reasonable mitigation efforts, such behaviour persists, Life Happens Outdoors reserves the right to take further action, including removal from the Tour without refund. In extreme cases, where

behaviour is deemed a serious threat to the safety or well-being of our team or other participants, it may lead to legal prosecution under the Protection from Harassment Act 1997 and the Public Order Act 1986, which address harassment, threatening behaviour, and abusive conduct. Additionally, under the Health and Safety at Work Act 1974, Life Happens Outdoors has a duty to protect its staff and team members from workplace violence and aggression.

- 28.4 We strive to foster a culture of mutual respect, and we expect all joiners to uphold these values throughout the adventure experience.

## **29 Complaints Procedure**

- 29.1 At Life Happens Outdoors, we recognize that complaints can serve two purposes: some require direct resolution, while others help us improve our operational procedures. We differentiate between complaints that highlight issues needing corrective action and those that provide feedback to enhance our approach. Complaints that require resolution will follow a structured three-step process, while those that do not necessitate immediate action will still be acknowledged and considered for improving future operations. Our procedure for complaints requiring resolution is as follows:

29.1.10 Step 1: Submission of Complaint. Complaints must be submitted in writing. Upon receipt, we will respond with a series of questions to gain a better understanding of the issue. If necessary, we may request a call to clarify any points that appear unclear. This step typically takes 30 days to complete, as our teams are often in the field and may not be immediately available to assist in the investigation.

29.1.11 Step 2: Investigation. We will conduct a thorough investigation to uncover the facts surrounding the complaint. If wrongdoing by Life Happens Outdoors or any of our representatives is identified, appropriate action will be taken, and mitigation will be provided. If the investigation is inconclusive or does not confirm wrongdoing, we will notify you accordingly. This step also takes approximately 30 days due to logistical challenges and the need to consult with field teams.

29.1.12 Step 3: Appeal Process. If you believe our investigation did not fully address the complaint, you may submit an appeal. Appeals are

accepted where you provide new evidence that was not included in the original complaint, or where you believe we have misunderstood the facts or reached an unreasonable outcome. Appeals will be reviewed thoroughly, and a final decision will be made based on the additional information provided.

29.1.13 Our structured process ensures that every complaint is handled fairly while taking into account the realities of our operations in challenging environments.

If we cannot resolve your complaint through our internal process, you may ask to use alternative dispute resolution. Our chosen alternative dispute resolution entity is CEDR Consumer Services and we are willing to engage with CEDR for disputes that fall within its scope. CEDR details are available at [www.cedr.com/consumer](http://www.cedr.com/consumer). If you would prefer to bring a claim in court, you remain free to do so.

## **30 Miscellaneous**

30.1 In this agreement unless the context otherwise requires:

30.1.10 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;

30.1.11 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;

30.1.12 except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.

30.2 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.

30.3 The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.

- 30.4 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.
- 30.5 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.
- 30.6 We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 30.7 The validity, construction and performance of this agreement shall be governed by the laws of England and you agree that any dispute arising from it shall be litigated only in that country.