



Living Alive

Terms & Conditions

All bookings made with Living Alive are subject to the following Terms & Conditions:

- **Contract**

- a. Your contract is with Living Alive Ltd. (but more generally referred to in these Terms & Conditions as “Living Alive” as well as “We”, “Us” or “Our” a company registered under the Companies Acts in England & Wales under Company No. 10279077 and having its registered office at 35 Meredyth Road, London, SW13 0DS. In this contract you are referred to as the “Participant” or “You”.
- b. Your contract with Living Alive comprises: a) these Terms & Conditions, b) a Living Alive Booking Form which notes the specific itinerary for the trip which you have booked (“Trip”) and (if you are a group) c) a Living Alive Group Agreement.
- c. Your contract is governed by Scots law and subject to the jurisdiction of the courts of Scotland.

- **Booking and Payment**

- a. To confirm your booking with Living Alive you are required (i) to complete and return the Living Alive Booking Form which confirms your acceptance of these Terms & Conditions and (ii) to pay the deposit specified in your Living Alive Booking Form.
- b. Payment of the balance is due 42 days (6 weeks) before the start date of the Trip. If full payment is not received by that date, Living Alive reserves the right to cancel your booking without a refund of the deposit made.
- c. For group bookings, the group agent will coordinate payment of any deposit and final payments to us and submission of the Living Alive Booking Forms for group members in terms of a Living Alive Group Agreement.
- d. Living Alive only accepts bookings made by persons aged 21 and over at the time of booking.
- e. All prices are quoted in UK Pound Sterling. Payment will be accepted by BACS bank transfer to our UK bank account (account details will be provided on your Living Alive Invoice) or Paypal (fees of 1.9% + £0.35 apply). We recommend the use of Transferwise for international payments.
- f. If your booking is via one of our promotional ‘Earlybird’ or ‘Eco-travel’ discounts, the discounted amount will be deducted from the final payment.
- g. Living Alive reserves the right to adjust pricing of our products and services displayed on our website and marketing materials. You will be advised of the current price of the Trip that you wish to book before your contract is confirmed. So as to accommodate currency fluctuation, if the Bank Of England's Sterling/Euro exchange rate should fall below £1 = €1.1, Living Alive reserves the right to levy a surcharge to the Trip price to accommodate incurred costs due directly to the movement in the exchange rate.

- **Changes and Cancellations**

- 3.1 Should you wish to cancel your trip, cancellation charges will be imposed. Our cancellation charges depend on the notice period given and are calculated from the day written notification of the cancellation is received by us. Living Alive recommends that you take our insurance to cover trip cancellation.

In the event that **you** require to change or cancel your booking:

- We will endeavour to meet any alterations to your booking that you request, however this is subject to availability and cannot be guaranteed. Any requests must be made in writing. If changes you wish to make result in additional charges including administration charges, you will be responsible for any extra cost.
- Should you be unable to participate in the Trip having made a booking then Living Alive will try to transfer your place to another person wishing to attend your trip if that person is able to satisfy all of the conditions for the trip (including health and fitness requirements), however Living Alive does not guarantee that a transfer will be possible and it is subject to the discretion of Living Alive.
- All cancellations must be in writing and be made by the person who submitted the Living Alive Booking Form.
- Deposits are non-refundable.

Individual Bookings: If you cancel your booking and Living Alive is unable to transfer your place, cancellation charges will be imposed as shown below:

- 90 days or more prior to departure – loss of deposit
 - 89-61 days before departure – 25% of full cost
 - 60-31 days before departure – 50% of full cost
 - Less than 30 days – 100% of full cost
- Group Bookings:**
 - In the event that you cancel the Trip more than 6 weeks prior to the Start Date, Living Alive is entitled to any preparation fees for work already undertaken. You may however lose any deposits with third party organisations (accommodation, travel or otherwise) subject to their cancellation terms.
 - In the event of your cancellation less than 6 weeks before the Trip departure date, Living Alive requires payment of 50% of our agreed fee.
 - You acknowledge that payment for the trip is a fundamental part of the trip's income and contributes to the overall cost of equipment, transport, staffing, administration, and that Living Alive will have incurred the largest part of the trip's costs before the start of the Trip ("the Departure Date").

- 3.2 In the event that **Living Alive** requires to change or cancel your booking:

- In the event of adverse conditions (weather, environmental, social or otherwise), and in the interests of participant safety and experience, Living Alive reserves the right to reschedule the Trip. If this circumstance arises, Living Alive will contact the Participant to discuss the options available as soon as possible.
- Living Alive reserves the right to cancel a Trip, however Living Alive will not normally do so unless forced to do so because of unforeseen circumstances such as flight cancellations, illness, civil or political unrest, a 'force majeure' event, in the event of the minimum number of participants on a group tour not being reached, or other matters it could not reasonably foresee or prevent.

- c. Living Alive will endeavour to reimburse any monies that it can retrieve from its suppliers, but (except as below) no other refund will be given. However we will provide a letter detailing the cancellation for your insurance company.
- d. In the event of cancellation caused by a group not reaching minimum numbers (an amount which will be determined by Living Alive), then Living Alive shall notify the Participant not less than 45 days prior to departure that the minimum numbers have not enrolled and the Trip is cancelled, in which case we will offer you an alternative trip of an equivalent or lesser price; if this is not acceptable, those payments made to Living Alive in respect of the Trip shall be reimbursed; and in such circumstances you may upgrade to a more expensive trip if available, subject to you paying the difference in price.
- e. In the event of any cancellation, Living Alive will not accept liability for any consequential expenses that you may incur as a result of cancellation or for any other loss or damage howsoever caused arising out of cancellation. In all cases it is up to you to have suitable insurance to cover any additional losses not covered by Living Alive's policy of reimbursement due to cancellation and to have booked flights that are sufficiently flexible to accommodate change/cancellation.

- **Visas & Travel Requirements**

- a. It is your responsibility to have all necessary visas, medical vaccinations, passports and travel documentation arranged prior to the start of the Trip. We take no responsibility for cancellation of your Trip in the event that you are not allowed/able to travel. If you are unable to travel due to not being able to obtain (or not having) the appropriate travel documentation or vaccinations then Living Alive reserves the right to retain the cost of the Trip.
- b. It is advisable that you have at least months on your passport as at the Departure Date to cover any unforeseen circumstances that might occur whilst you are away such as: injury, illness or long delays.

- **Risk & Participant Responsibilities**

- a. It is a fundamental condition of this contract that you appreciate the hazards involved when undertaking outdoor activities. Living Alive will make every effort to minimise risk to your health and safety. You accept that in being in the outdoors and visiting remote and mountainous locations where access is subject to weather, tides, sea or terrain conditions, that there must be an element of flexibility, potential inconvenience and discomfort. You acknowledge that there are circumstances in which an accident could happen to you without Living Alive being at fault. You accept that by participating in a Living Alive Trip, you do so at your own risk.
- b. Living Alive will not be liable for any loss or injury sustained by a Participant during a Trip, except where such loss or injury arises as a result of negligence on the part of Living Alive. The Participant acknowledges that other loss, damage or expense (including, without limitation, loss of money, loss or damage of clothes and possessions, losses arising on the cancellation of a booking and the expense of delay) is not the responsibility or liability of Living Alive.
- c. Living Alive's experiences often include a period of 'solo' time spent alone in nature where participants are asked to spend one session of between 1-24 hours alone in the countryside, depending on the programme – this will be on a day when the weather forecast indicates that there will not be heavy rain, high winds or extreme cold. Participants are instructed to find a place on a 'solo' experience to sit alone within an area designated by the facilitators and clearly bounded by geographical features. They are also instructed not to climb or cross water (other than by bridge) to reach their chosen spot. Once they have chosen their spot they are instructed to sit still and observe nature before returning to the accommodation at a pre-agreed signal or earlier if necessary.
- d. Living Alive undertake an assessment of each group's abilities and limitations in advance, adjusting the duration or structure of the 'solo' period and other activities accordingly. Living Alive also provide a comprehensive safety briefing and orientation in the local landscape as part of the introduction to the 'solo'

and other activities. Participants are never required to undertake any activities they are uncomfortable with and should discuss any concerns with the Trip leader.

- e. Participants are required to follow all instructions and safety briefings carefully, and must also assume full responsibility for their own actions and welfare whilst alone away from the group and facilitation team. Participants agree to practice and uphold an awareness and sensitivity to and care for the surrounding landscape, wildlife and local people, practicing 'leave-no-trace' ethics where applicable.
- f. Participants are required to follow all instructions and briefings carefully, but must also assume full responsibility for their own actions and welfare whilst alone away from the group and facilitation team.

- **Your Insurance**

- a. It is a condition of booking that you are insured against medical and personal accident risks. This must cover the activities undertaken (including open water swimming and wild camping) and include repatriation costs (including helicopter mountain rescue), cancellation and curtailment. It is essential that this cover is in place. Living Alive can provide details of a suitable policy provider if requested.
- b. In the event of emergency medical rescue and/or repatriation from a trip by whatever means, the responsibility of such costs will be borne by the Participant.
- c. All luggage and personal equipment are your own responsibility. Living Alive will not be responsible whatsoever for any loss, damage to your luggage and/or personal equipment. We therefore recommend that your insurance policy includes cover for baggage and personal items.
- d. You must bring all insurance documentation with you to be presented during check-in of the Trip. The Participant will also provide Living Alive prior to the Departure Date the details of the name, address and telephone numbers of their next of kin or persons to be notified in the event of an emergency.

- **Liability**

- a. Living Alive is independently and privately covered by UK public and professional liability insurance for providing the outdoor activities and expeditions featured in our itineraries. Living Alive shall not be liable for any damages caused by the total or partial failure to supply its services if such failure is:
 - attributable to anyone other than Living Alive
 - unforeseeable or unavoidable or attributed to a third party unconnected to Living Alive
 - the result of unusual or unforeseeable circumstances reasonably beyond Living Alive's control
 - the result of an event which Living Alive or any of its agents, even with all due care, could not foresee
- b. Where Living Alive is found to be liable for damages for breach of contract with a Participant, the maximum amount of such damages, compensation and loss will be limited to the booking fee. Where damages arise from a failure in road, rail, river or sea transport, or hotel accommodation, any compensation payable will be limited by the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation). All air transport is undertaken entirely at your own risk.
- c. The responsibility of Living Alive does not start until you meet the group at the designated start point overseas on the Departure Date, usually being the airport in the city at the start of the Trip. We are not responsible for any additional expenses incurred by you in travelling to the meeting point. Any independent arrangements that you make which outwith the specified services of Living Alive are entirely at your own risk. It is understood that if you decide to voluntarily leave the Trip, Living Alive shall not be held liable for your safety, well-being or costs incurred following your departure.

- **The Weather**

- a. In the event that the weather is unsuitable for a certain activity Living Alive will offer suitable safe alternative. In particular, participants accept that the itinerary stated in the Trip details is indicative only and not a guarantee that a particular route will be followed or place reached.
- b. The equipment list provided during the booking process will outline equipment required in the event of adverse weather conditions. Please make sure to pack accordingly.

- **Medical Conditions**

- a. If a Participant suffers from a medical condition that may affect their or others' safety or enjoyment of the experience, you must advise Living Alive of this at least 14 days prior to the Departure Date. In such circumstances a Participant must provide a medical certificate from their doctor stating that they believe you may safely undertake the Trip.
- b. Any Participant under the influence or recent influence of alcohol or any form of narcotic substance, legal or otherwise, may be dismissed from the group at the discretion of the Trip facilitator. Living Alive takes no responsibility for the safety of a person dismissed from the programme for this reason, or for relocating them back at the designated meeting point.
- c. In case of accident or illness during a Trip, you accept that Living Alive may need to execute evacuation plans or provide for medical treatment.
- d. If, in the opinion of the Living Alive team, your health, conduct, fitness or equipment may compromise the safety of a Trip, or if it could negatively impact the experience of other participants on the trip, Living Alive reserves the right to cancel or terminate your Trip. In these circumstances you will not be entitled to a refund or compensation, and all extra-incurred costs must be covered by the Participant.

- **Accommodation, Dietary Requirements & Food Allergies**

- a. Accommodation is usually in twin or double rooms unless stated otherwise, and we request that participants who book individually share a twin room. You may request a single room when there is one available, which may incur a supplemental payment to the price of the Trip. Mountain hut accommodation is frequently in dormitory rooms. On some itineraries please note that no single accommodation is available. Depending on the itinerary, accommodation may be in tents.
- b. Any dietary requirements and food allergies must be detailed by the Participant in their Living Alive Booking Form. We will endeavour to meet individual any dietary needs within reason.

- **Use of Living Alive Equipment**

Some equipment used during the Trip will be specialist equipment provided by Living Alive. We expect our participants to take good care of it. In the event of any damage or loss to our equipment, please let us know immediately. Damage caused by negligence, malicious acts or carelessness must be paid for at current replacement value.

- **Photography & Social Media**

- a. As part of the booking process, we will ask to obtain your permission to be photographed during the Trip. All photography and videos taken by us during a Trip is the property of Living Alive at the time of creation. We reserve the right to use it in future promotional and business use. In the event of a participant refusing photography consent, we will endeavour not to include them in photographs and will not use any images where they are included.
- b. Living Alive recognises the benefits of social media both for personal and professional use and is grateful when participants tag Living Alive using @LivingAliveUK on Facebook, Twitter and Instagram. Living Alive appreciates any efforts to help increase its internet presence.

- **Complaints**

In the unlikely event that you have a complaint about the service you receive at any point during the Trip, you should notify the Living Alive team as soon as possible to give us the opportunity to rectify the situation to mutual agreement. If the complaint is unresolved to your satisfaction during the Trip you should please detail your complaint in writing to Living Alive within 28 days of the end of the Trip.

- **Your Privacy**

We consider your booking details to be confidential and will not pass on your details to a third party under any circumstances unless required to do so under law.

15. Third Party Providers

- a. Living Alive has taken great care to research the practice of the providers of activities, accommodation and transport engaged by Living Alive. In the event of any unforeseen circumstance, accident or event due to the actions of a third party, Living Alive shall not be held liable.
- b. Where services, equipment or accommodation are provided by a third party contracted by Living Alive, any damages caused by the negligence, malicious acts or carelessness of an individual are not the responsibility of Living Alive, and must be reimbursed by the individual in question according to the terms of the third party.