

Outposts Ltd Business Clients' Terms and Conditions Issued 01/05/15

1. MAKING YOUR BOOKING

- 1.1. For the purpose of these terms and conditions, clients shall be deemed to be the party booking the expedition / activity / programme (hereinafter referred to as "the activity"). Before completing the booking form, clients are to confirm that there is availability on the activity of their choice. Clients should then complete the booking form and forward it with 25% of the total cost of the activity to "Outposts Ltd." The only exceptions to this condition are in paragraph 1.2 & 1.3 below.
- 1.2. If clients make their booking within 10 weeks of the start date of the activity Outposts Ltd will require full payment at the time of the booking as a pre-requisite of the booking being accepted.
- 1.3. Upon receipt of a completed booking form and deposit in cleared funds, Outposts Ltd will confirm the booking and send the client(s) further information relevant to the activity booked. Each booking form, together with these terms and conditions and any other information that Outposts Ltd has supplied to the client (s) forms the contract between the client(s) and Outposts Ltd (the "Agreement").
- 1.4. Where the intended participant(s) of the activity are minors, then the booking form must be signed by a parent or guardian, who, for the avoidance of doubt, agrees to be responsible for the full cost of the activity (including the deposit).
- 1.5. Where the activity is being booked by a client such as a school or other organised group (hereinafter referred to as the "group") and the intended participant(s) of the activity are minors, then the booking form must also be signed by a duly authorised representative of the group, who, for the avoidance of doubt, agrees to be responsible for the participants and the full cost of the activity (including the deposit).

2. PAYMENT

- 2.1. Outposts Ltd accepts payment as follows:
 - 2.1.1 cheques drawn on an UK bank;
 - 2.1.2 direct bank transfer in to an account specified by Outposts Ltd;
 - 2.1.3 a banker's draft.
 - 2.1.4 debit or switch card; no additional charge.
 - 2.1.5 most credit cards; 2% charge for each transaction.
 - 2.1.6 AMEX; 3% charge for each transaction.
 - 2.1.7 Standing Order.

3. COSTS

- 3.1. Unless otherwise indicated, the price for the activity only includes the costs of road travel within the destination countries, catering, non-alcoholic drinks, accommodation, tips and park fees. Except where stated, the cost of insurance (see below), alcoholic drinks, return economy airfare and airport taxes, if relevant, are not included.

4. INSURANCE

- 4.1. Unless already specified as included in the respective activity, Outposts Ltd requires all clients to obtain suitable and appropriate comprehensive personal or travel insurance to cover their chosen activity/ies including medical cancellation, personal accident and personal liability insurance as a condition of booking an activity. Clients may make their own arrangements through their own insurers or details of insurers can be provided by Outposts Ltd to clients on request. However Outposts Ltd accepts no liability whatsoever for providing such details or arranging such insurance.
- 4.2. Where clients prefer to arrange their own insurance, this must be specified at booking and full details of their insurance policy (insurer, policy number and coverage dates) must be entered on the booking form.

5. TERMS OF PAYMENT

- 5.1. Outposts Ltd will send clients a final invoice 10 weeks before commencement of the activity and this will also show any surcharge due.
- 5.2. Clients must pay the invoice within 10 days of the invoice date; otherwise Outposts Ltd reserves the right to:
 - 5.2.1. charge interest on any amounts overdue at the rate of 4% per annum over Lloyds TSB Bank base rate from time to time until payment is made; and/or
 - 5.2.2. (Without prejudice to clause 10) treat the booking as cancelled.
- 5.3. The rights of Outposts Ltd under this clause are cumulative and not alternative and any waiver by Outposts Ltd of any of its rights shall be without prejudice to any other rights of Outposts Ltd under the Agreement.



6. TRAVEL, ACCOMMODATION AND OTHER PROVIDERS

- 6.1.** Outposts Ltd acts only as agent for the owners of accommodation and services provided in any activity, for all the carriers by air or otherwise and for road transport proprietors, and all bookings must be accepted subject to the ticket or transport conditions and regulations of the carriers or transport proprietors, and also subject to the laws of the country in which such carriage or other facility is required.
- 6.2.** Outposts Ltd does not accept responsibility for any extra costs resulting from travel delays outside of its reasonable control.

7. PASSPORTS, VISAS, VACCINATIONS AND HEALTH

- 7.1.** The client is responsible for ensuring that all activity participants have a valid passport, visa and vaccinations as appropriate, and conform to the health regulations required by the destination countries. Outposts Ltd can provide a service to obtain / renew passports and visas and can provide relevant information regarding health requirements.
Passport and visa fees are not included in Outposts Ltd's charges, unless otherwise stated. Outposts Ltd should be notified at the time of booking if any participant has a medical condition, allergy or disability that may affect their involvement in the designated activity.
- 7.2.** The client shall notify Outposts Ltd at the time of booking of all details relevant to each participant's health and safety. For the avoidance of doubt, if any participant has a medical condition, allergy or disability that may affect their involvement in the designated activity, the client should notify Outposts Ltd accordingly and for the avoidance of doubt, the provisions of clause 14 shall apply.
- 7.3.** While Outposts Ltd will use reasonable endeavours to cater for any requirements; it cannot guarantee that it will be able to do so for those with special needs or serious medical conditions.

8. SURCHARGES

- 8.1.** Outposts Ltd's prices are based on tariffs, exchange rates and other costs as at the date of the quotation.
- 8.2.** Outposts Ltd reserves the right to increase the price of the activity up to 30 days before the departure date or commencement of the activity to the extent that:
- 8.2.1.** Relevant currency exchange rates which apply to the client's activity or package alter more than 2% (as given by a UK high street bank of Outposts Ltd's choice).
 - 8.2.2.** A government or official authority levies or increases any amount due, any taxes or fees, or
 - 8.2.3.** Transportation costs increase (in each case between the date of confirmation of a client's booking form and the date of departure).
- 8.3.** Should the price variations set out in clause 8.2 be downward then the price of the activity will be accordingly reduced and any refund due paid to the client.
- 8.4.** Outposts Ltd guarantees that within 30 days of the departure or start date the price of the activity will not be subject to any surcharges.
- 8.5.** In respect of any compulsory taxes which may be imposed and which are outside Outposts Ltd's control, Outposts Ltd guarantee that the price of the activity will not be subject to any surcharge once the client has made the final payment for the activity.

9. CANCELLATION BY THE CLIENT

- 9.1.** Subject always to clause 9.2, a client or any participant may cancel the activity at any time providing that any person who signed the booking form makes the cancellation and it is communicated in writing to Outposts Ltd (by recorded delivery post) and preceded by a fax or phone call if within 2 weeks of departure. Where cancellation is made by a group, Outposts Ltd shall not be obliged to provide the activity to the individual participants of the group.
- 9.2.** The following cancellation charges will apply, the days in question being calculated from the date on which Outposts Ltd receives a client's written cancellation notice by post.
- 9.2.1.** Days before activity departure that notice is (see above) received:
 - More than 16 weeks - 40% of total cost of activity;
 - 16 week - 8 weeks - 60% of total cost of activity;
 - Less than 8 weeks before departure/delivery of activity - 100% of total cost of the activity.
 - 9.2.2.** Outposts Ltd may resell cancelled bookings for which full payment has been received at a discount. If this is the case Outposts Ltd will refund the amount for which the booking is resold less costs of administration.
 - 9.2.3.** Cancellations: The above charges cover cancellation charges to suppliers such as hotels, ferry companies and Outposts Ltd's own administration charges.
- 9.3.** If any person is prevented from travelling, Outposts Ltd will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the package, subject to both persons accepting joint and several liability for full payment of the package price and Outposts' charge for confirming the transfer and any additional costs arising from the transfer. Outposts Ltd must be given reasonable notice of the transfer request, which is considered to be at least 14 days prior to the outward departure date



10. TERMINATION

- 10.1.** Outposts shall have the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that:
- 10.1.1.** The client has committed a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in advance of the activity;
 - 10.1.2.** The client has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of being required by written notice to do so.
- 10.2.** For the avoidance of doubt, where the client is contracting as a group, the client's failure to comply with clause 16 shall be a material breach of this Agreement.

11. BROCHURE / WEBSITE ACCURACY

- 11.1.** All information given in Outposts Ltd's brochures / websites / quotations are, to Outposts Ltd's knowledge and belief, correct at the time of going to press. However, services and facilities may change. Therefore changes may be made to the particulars contained in Outposts Ltd's brochures or websites at any time before the contract with the client is made. If this happens Outposts Ltd will notify clients/participants of such changes prior to confirmation of a booking.

12. ALTERATIONS TO OR CANCELLATION OF ACTIVITIES

- 12.1.** Outposts Ltd will use all reasonable endeavours to provide the activity arrangements that have been confirmed, but Outposts Ltd reserves the right to modify or cancel any activity, flight schedule, accommodation or arrangement or to make alterations to activity details even after the confirmation of bookings in its sole discretion, including where it considers that the proposed participants are not able, or should not, undertake the booked activity. In such circumstances, Outposts Ltd will inform clients as soon as possible and Outposts Ltd will give clients the choice of:
- 12.1.1.** An alternative activity of equivalent or superior quality; or
 - 12.1.2.** An alternative activity of lower quality on the basis that Outposts Limited will refund the client the difference in price between the 2 activities; or
 - 12.1.3.** a full refund of all money paid.
- 12.2.** Outposts Ltd may cancel any activity for reason of political tension or natural disaster and will be obliged to do so if specifically recommended to do so by the Foreign Office or if the circumstances fall within the scope of Events Outside Outposts Ltd's Control - see clause 15 below.

13. ACCOMMODATION AND MEALS

- 13.1.** Accommodation will be as detailed in the activity brochure or quotation.
- 13.2.** Any special dietary requirements must be notified to Outposts Ltd at the time of booking. Whilst every effort will be made to meet such requests, they cannot be guaranteed.

14. LIMITATION OF LIABILITY

- 14.1.** Under no circumstances shall Outposts Ltd be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the client or any participant including loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.
- 14.2.** Outpost Ltd's maximum aggregate liability in contract, tort or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of Outpost Ltd's obligations under this Agreement in respect of any one or more incidents during its application shall be limited to a sum equal to the price paid by the client for the activity. For the avoidance of doubt, nothing shall limit the liability for death or personal injury arising out of the negligence of Outposts Ltd or any of its officers.
- 14.3.** Outposts Ltd shall have no responsibility or liability for any loss of or damage to the property and effects brought on any activity by any participant or a client.
- 14.4.** The client undertakes and agrees that it will irrevocably indemnify and hold Outposts Ltd, its officers, employees agents and sub-contractors harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach of the representations, warranties or undertakings contained herein or arising from the acts or omissions of the client or any participants.
- 14.5.** Without prejudice to clause 14.4, the client undertakes and agrees that it will irrevocably indemnify Outposts Ltd in respect of any damage accidentally, intentionally or negligently caused by a client to any property belonging to or in the control of Outposts Ltd or to any third party. In the event that such damage does occur the client shall, within 7 days of Outpost Ltd's letter outlining the damage to be remedied, ensure payment of any costs arising.
- 14.6.** Outposts Ltd holds appropriate insurance policies as required by law and in respect of its obligations under this Agreement. Where the client is contracting on behalf of a group, and a breach by the client of the client's obligations under this Agreement cause any of Outposts Ltd's insurance policy premiums to be increased, or cause Outposts Ltd to claim under its insurance policies and accordingly pay a premium, then the client will indemnify Outposts Ltd from and against all such increased costs and expenses arising from such breach.



15. EVENTS OUTSIDE OUTPOSTS LIMITED'S CONTROL

15.1. If Outposts Ltd is unable to perform or is delayed in performing any of its obligations under this Agreement by reason of any circumstance, cause or event outside of its control including any governmental restrictions, adverse weather, riot, civil commotion, invasion, terrorist attack or threats of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, acts of God, industrial action, breakdown of plant or any failure of gas, water services, electricity etc., Outposts Ltd shall be entitled to be relieved of its obligations hereunder to the extent to which performance of the obligations is prevented, frustrated or suspended. In such circumstances non-performance, part-performance or delay in performance of the obligations of Outposts Ltd hereunder shall not entitle the client to claim damages of any kind whatsoever whether direct, indirect or consequential.

16. CONDUCT OF PARTICIPANTS

- 16.1.** Where participants are minors, it is the responsibility of the client, parent, guardian or other person acting in 'loco parentis' for that participant to advise Outposts Ltd in advance of any disabilities or any social or behavioural problems that the participant currently has, or has recently experienced, which might affect them, other participants or any third party during the activity.
- 16.2.** All participants are required to observe high standards of conduct and parents of unaccompanied minors will be asked to complete an in 'loco parentis' form prior to departure. Where the client is contracting on behalf of a group, the client shall be responsible for obtaining the "in loco parentis" forms and the client shall be responsible for the participants.
- 16.3.** Where the client is contracting on behalf of a group:
- 16.3.1.** The client shall ensure that, in respect of each and every activity that it enrolls participants in, it shall ensure that at least one adequately trained representative is present. Where Outposts Ltd notifies the client reasonably in advance of any activity that additional client representatives are required, whether due to the number of participants proposed or based upon participant profiles provided by the client to Outposts Ltd, the client shall ensure that additional representatives in the quantity specified by Outposts Ltd are present for that particular activity.
 - 16.3.2.** Representatives of the client and Outposts Ltd shall meet regularly, and upon reasonable written request from Outposts Ltd, to discuss the conduct of participants, the client's compliance with its obligations under this Agreement, in particular in respect of clause 16.1 above, appropriate activities for Outposts Ltd to offer to the client and whether any activities should be amended to further meet the needs of the client.
- 16.4.** All participants are required to observe high standards of conduct and the client must ensure that each participant is aware of the terms of, and adheres to, Outposts Ltd's Behaviour Charter (where applicable).
- 16.5.** Where the client is contracting on behalf of a group:
- 16.5.1.** The client shall ensure that a copy of the Behaviour Charter is signed by a parent or guardian of each participant; and
 - 16.5.2.** where a representative of the client witnesses a breach of the Behaviour Charter, such representative shall immediately intervene and sanction the participant accordingly; and
 - 16.5.3.** the client representatives shall use their best endeavours to ensure that any instructions delivered by Outposts Ltd's staff shall be followed by participants. In particular, client representatives shall ensure that all appropriate safety procedures are followed, including ensuring that all participants wear seatbelts during travel and ensure participants listen and adhere to all safety announcements.
- 16.6.** Outposts Ltd reserves the right to not accept or send home any participant, at the client's own cost, who in the sole opinion of the activity course leader is not fit to participate in the activity or whose behaviour at any time is deemed unacceptable by Outposts Ltd.
- 16.7.** The importation of recreational drugs, substances and other materials into certain destination countries is treated very seriously and imprisonment is likely when caught.
- 16.8.** Outposts Ltd reserves the right to terminate the participation in the activity of any person causing damage or offence (in Outpost Ltd's sole discretion) and will not be obliged to cover any additional expense or to offer compensation in such circumstances.

17. PAYMENT PROTECTION

- 17.1.** Clients should be aware that all monies paid in advance as deposits or final payments will be held in Outposts Ltd Client Trust Account. This is in accordance with The Statutory Instruments 1992 No: 3288 Consumer Protection, The Package Travel, Package Holidays and Package Tours Regulations 1992 and endorsed by the Taunton Department of Trading Standards. These payments will only be transferred from the Outposts Ltd Client Trust Account on successful completion of the holiday / expedition or activities.
- 17.2.** Outposts Ltd holds ATOL No 9996. When clients buy an ATOL protected flight inclusive activity from Outposts Ltd they will receive an ATOL Certificate. This lists what is financially protected, where the client can get information on the meaning and who to contact if things go wrong.
- 17.3.** Outposts Ltd, or the suppliers identified on the clients ATOL Certificate, will provide the client with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither Outposts Ltd nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide the client with the services they have bought or a suitable alternative (at no extra cost to the client). The



client agrees to accept that in those circumstances the alternative ATOL holder will perform those obligations and the client agrees to pay any money outstanding to be paid by the client under the client's contract to that alternative ATOL holder. However, the client also agrees that in some cases it will not be possible to appoint an alternative ATOL holder, in which case the client will be entitled to make a claim under the ATOL scheme (or the clients credit card issuer where applicable).

17.4. If Outposts Ltd, or the suppliers identified on the clients ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) the client under the ATOL scheme. The client agrees that in return for such a payment or benefit the client assigns absolutely to those Trustees any claims which the client has or may have arising out of or relating to the non-provision of the services, including any claim against Outposts Ltd, the travel agent (or the clients credit card issuer where applicable). The client also agrees that any such claims may be re-assigned to another body, if that other body has paid sums the client has claimed under the ATOL scheme.

18. COMPLAINTS

18.1. Outposts Ltd will always endeavour to resolve any complaints at the relevant time, however if the matter cannot be resolved clients should write to Michael Kingscote, Managing Director, within 28 days of the end of the activity. Outposts Ltd will endeavour to resolve the problem as promptly as possible. In the unlikely event that the problem is not amicably resolved the case will be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

19. GENERAL

19.1. All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

19.2. Each party will do all things necessary including executing all documents necessary to give effect to the intention of the parties in relation to this Agreement.

19.3. Should any term of this Agreement be considered void or voidable under any applicable law, then such terms shall be severed or amended in such a manner as to render the remainder of this Agreement valid and enforceable, unless the whole commercial object is thereby frustrated.

19.4. Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.

19.5. This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

19.6. Outpost Ltd shall have the right to make any changes to this Agreement which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the activities provided, and Outpost Ltd shall notify the Client in any such event.

19.7. Any bookings made from [06 Sep 2013] shall be subject to these Terms and Conditions (version 2.0).

20. ANTI-BRIBERY AND CORRUPTION

20.1. Outposts shall:

20.1.1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

20.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

20.1.3. comply with that client's code of business conduct in each case as client may update them from time to time ("Relevant Policies");

20.1.4. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate;

20.1.5. promptly report to client any request or demand for any undue financial or other advantage of any kind received by Outposts Ltd from any party including any employee or consultant of client in connection with the performance, execution or negotiation of this Agreement;

20.1.6. provide the client and its representatives with any reasonable assistance for the purpose of demonstrating compliance with the Relevant Requirements and Relevant Policies.

20.2. Outposts shall ensure that any person associated with Outposts Ltd who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Outposts Ltd in this Clause 20.

20.3. Breach of this Clause 20 shall be deemed a material breach for the purposes of Clause 10.

The client's continuing instructions or placing of bookings will constitute acceptance of these Terms and Conditions.