# **UK EXPLORERS**

# TERMS & CONDITIONS FOR TRIPS & ASSOCIATED EVENTS

These terms & conditions (the "**Terms**") apply to all our trips and/or events, whether booked online or offline.

It is your responsibility to ensure that you review our Terms and general trip information before you begin the booking process.

By purchasing a place on our trips and/or attending any event, you and your guests confirm that you have read and agreed to our Terms.

If you make a booking on behalf of any other person(s) (your "guest(s)"), you confirm and guarantee that you have the authority and legal capacity to accept, and do expressly accept, these Terms on behalf of each of your guests and you will be identified as being the "lead name" for the booking. As the lead name for a booking, we will only deal with you regarding all correspondence, changes, amendments and cancellations, and you accept that it will be solely your responsibility to notify your guest(s) of the event information and these Terms.

# WHO WE ARE

The "UK Explorers" Meetup.com group, the "UK Explorers" website, and the trips and hikes and associated events, are run by Chandresh Thakkar trading as CT Events. "We" and "us" refers to CT Events.

# **MEETUP GROUP**

As we run our trips through our Meetup.com group, you accept and confirm that, in addition to our Terms, all attendees will also be subject to the Meetup.com social network's terms and conditions (Meetup Terms) – please see link [https://www.meetup.com/terms/]. This includes attendees who pay on Meetup.com using an alternative payment method, and attendees' guest(s). You accept that it will be solely your responsibility to also notify your guest(s) of the Meetup Terms.

#### TRIP SPECIFIC CONDITIONS

These Terms will apply to every trip and event organised by us. However, there may be specific additional terms and conditions which apply to individual trips and/or hikes, which will be clearly outlined in the event description.

#### **PAYMENTS**

Payment for the trips and events can be made by one of the following methods:

- You can pay through our Meetup group using a debit/credit card or a PayPal account. - Cash at one of our events (by arrangement with us directly at least 24 hours prior to the trip or event) - Direct bank transfer or cash payment into our bank account. Note that you must add your name and the trip/event title as a reference so we know who the payment is from and what the payment is for.

If you're making a bank transfer from an international bank then this should be made at least a week before the trip/event to ensure your payment arrives in our bank account at least 24 hours before the trip/event date and when there are still tickets available. Note that your place is not confirmed until we've received your payment in full in cleared funds in our bank account and there are still enough tickets available to allocate to you. If after current conversion fees your payment is less than the ticket price then a ticket will not be allocated to you, so please ensure you transfer a sufficient amount. Overpayments will not be refunded, but you will be given a credit for the overpaid amount, to be used towards one of our next trips or events within 3 months of the date of the trip you initially paid for.

All bookings processed online must be paid in UK £ Pound Sterling. If you choose to use a debit/credit card which is not issued by a UK bank, you will incur the respective surcharges/fees placed upon you by your issuing bank or building society.

Please note: payments for trips and events are non-refundable, unless the relevant trip and event is cancelled or rescheduled.

Payments for trips must be made in advance. We don't normally accept payments on the day of the trips.

For events, please see the event page for details of when payments should be made.

If you have booked your place on one of our trips or events and can no longer attend, please message us straightaway. We will try to sell your place, but only once all of the other seats on the coach are sold. Only if we manage to sell your place, then we'll give you a credit note for the price of your ticket minus a £10 admin charge, which you can use towards one of our next trips. This credit note is non-transferable to another person and is only valid for 3 months from the date of the trip you originally paid for.

In the very unlikely event that the coach does not turn up on the day, or that we are unable to seat everyone on the coach for any reason and if we are unable to take you, or in the event of any passenger not being carried for any cause whatsoever, then our liability will be limited to the cost of the ticket for the trip, and neither we nor our suppliers will not be liable for any consequential loss.

#### **BOOKING CONFIRMATION**

Please note that payment does not mean that your booking is confirmed. Your booking is only confirmed when your name and photo appear on the trip/event guest list on the Meetup event page. If, due to lack of availability, we are unable to confirm your place after you make a payment, we will refund you any monies paid to us. Any refund owed may take up to two weeks to reflect in your account. We cannot take responsibility for any interest, surcharges or fees which you may incur as a result of a delay in money transfer.

#### **HEALTH**

By purchasing a place on our trips and/or attending our trips or associated events, you confirm that you (and each of your guests, as applicable) are fit and able and healthy to take part in activities of this nature.

Attendees are responsible for ensuring they wear suitable clothing and footwear for the activity and weather and we recommend that attendees bring along some food and a bottle of water.

# **SPECIAL NEEDS**

We do not discriminate on disability grounds, however we are restricted on what we can offer in terms of disabled access by restrictions imposed on us by our suppliers or third-party providers e.g. step-free access to hotels, restaurants, coaches and attractions may not be available. Therefore, we cannot guarantee to be able to accept bookings from people with special needs.

We reserve the right to refuse a booking or service, based upon the appropriateness of the trip or event, for an individual passenger.

Please contact us in advance in writing to discuss any special requests.

We do not have special tours for persons with a disability, however we do try to accommodate such passengers on our trips. You can bring your wheelchair on the trip, as long as it is fully collapsible, manual and non-motorised. Further, it is compulsory that you book at your own cost for an able-bodied companion to travel with you who is capable of pushing you in the wheelchair, as the event organiser or other attendees cannot take this responsibility. Electric

wheelchairs cannot be stored on any of our coaches. The driver will load and unload the wheelchair from the coach for the passenger, however the passenger will have to be physically fit enough to be able to board and disembark the coach on their own (or with the help of their travel companion). Please advise us at the time of booking if you plan to bring one.

#### **GUESTS**

By purchasing a place on this trip and/or attending, you and each of your guests, as applicable, confirm that you have read and agreed to the Terms. It is your responsibility to inform your guest(s) of our Terms before booking. Guests attending our trips will then be deemed to have agreed to our Terms.

#### **AGE**

You need to be at least 18 years old to make a booking on any of our trips and/or events. By purchasing a place on this trip or event and attending, you confirm that you, and your guest(s), as applicable, are at least 18 years old. Unfortunately, we are unable to accommodate anyone under 18 on our trips or events.

## **PUNCTUALITY**

All attendees should ensure that they are at the pick-up point no later than 15 minutes prior to the departure time communicated to them. Coaches will not be delayed for passengers arriving late. The coach drivers are bound by restrictions concerning maximum driving hours per day and per week, so the itineraries are planned having regard to this. It is therefore, essential that all attendees strictly follow the itineraries, schedules and timings to ensure that all the services can be provided. We will not take responsibility for any attendees left behind due to not keeping to itineraries and timings stated by us for whatsoever reason. It is the responsibility of each attendee to ensure that they are clear in understanding of the departure time from any given point. Any attendee left behind will have to make their way to the next appropriate joining point independently, and no financial or other responsibility is taken by us. We cannot be held liable for any loss or inconvenience caused by any attendee not arriving at the chosen pick-up point at the prescribed time and location. If any attendee fails to arrive, or arrives late at the starting point or during the trip, the trip will not be delayed in order to wait for that attendee and no liability will be accepted by us or our suppliers or refund given.

Please note that, we reserve the right to modify the itinerary as we deem fit, including, but not limited to, changing the departure time. These minor changes are made for the benefit of the attendees and for the smooth running of the trip. These changes are usually due to unexpected delays or major local events that can often arise.

#### **PUBLIC TRANSPORT PROBLEMS**

It is your responsibility to check for any public transport delays, restrictions, or closures and make suitable travel arrangements to the meeting point. We cannot be held responsible for delays or cancellations on the public transport network, and no refunds will be given as a consequence.

In the unlikely event of major unscheduled problems on the public transport network, specifically if the nearest tube station to our pickup point has been closed at the last minute, we may, but are not obliged to, delay the coach departure by up to 30 minutes to give the attendees extra time to arrive at our meeting point. If this is the case, we will attempt to write a message on the trip's event page in our UK Explorers group on Meetup.com, but cannot be held liable for any failure to do so for whatever reason.

#### COACH

In the event that a coach is out of service; or the trip has been changed due to reduced number of attendees, we may need to change the coach according to the size of the group. The mode of transportation offered may be a mini-bus or mini-coach, which may not have all the facilities as the original coach booked (e.g. mini buses do not have air-conditioning, toilets or other facilities on board). We are not liable for any changes to coach as described.

Seating on the coach is on a first come first served basis. The only exception is for the organisers who will require seats at the front of the coach.

Attendees must remain in their seats at all times, with the exception of using the coach toilet where one is available. Attendees must not remain standing, walk around, or sit on the floor or steps of the coach.

Attendees must wear their seatbelts at all times.

Hot food and drinks are not allowed on the coach, and alcohol cannot be consumed on the coach under any circumstances.

Smoking (including the use of electronic cigarettes, e-cigars, e-pipes and other vaporisers) are not allowed on the coach.

Animals are not permitted on the coach, and we do not allow pets on our trips or events.

You may be permitted to leave items on the coach when we visit a place, but this is at the coach driver's discretion and you leave items there at your sole risk. Neither we, nor our suppliers, will be responsible for any loss or damage to your possessions.

There is no guarantee that the coach will have a toilet, or if it is in working order. Where the coach has an on board toilet, it is strictly for emergency use only, and is not a substitute for using the facilities during relevant toilet breaks. In case you do have to use the on board toilet in an emergency, you are requested to take great care for obvious reasons of comfort to yourself and your co-attendees. You are advised to go to a toilet before boarding the coach. On long trips of at least 1.5 hours, we will aim to have a toilet break on our outward journey just over half-way to our destination, or at such other appropriate intervals determined by the trip organiser having regard to the travel itinerary. On the return journey, we may or may not have a toilet break. Toilet stops may be affected by factors beyond our control. If you need to use a toilet then speak with the trip organiser. You must not speak with or distract the coach driver.

Whilst the coaches we use are normally kept at a comfortable temperature, there is no guarantee that the coach will be heated or cooled to any particular temperature, so you are advised to bring suitable clothing and a bottle of water. If there is an issue, then speak with the trip organiser. You must not speak with or distract the coach driver.

Attendees are requested to take care in helping to maintain the cleanliness of the coach during the trip (or other alternative mode of transport, as applicable). When leaving the coach, you must remove your rubbish, and leave the coach in a good state.

#### TRIP JOURNEY

Drop-off times are subject to change at any time, due to change in coach timings or any delays beyond our control for whatever reason.

We cannot be held responsible for traffic delays, adverse weather conditions, or anything else beyond our reasonable control which affects any aspects of our trip itinerary, even if they are not delivered.

On the journey back to London, we are normally dropped off in the Central London, e.g. near Trafalgar Square. If there are significant delays to our journey back, then we may have to make alternative arrangements to prevent the coach driver going over the legal limit of maximum driving hours. In such circumstances, we may be dropped off somewhere near a station, e.g. Hammersmith tube station, and attendees should make their way home from there. The coach will not stop anywhere else to let individuals off.

We cannot be held liable for any such changes which are out of our control. We do not accept any responsibility for attendees having to change their travel arrangements due to a delay in the return of the trip and/or chance in drop-off location as outlined above.

# TRIP ALTERATIONS

Due to factors out of our control, including, but not limited to, bad weather conditions or for other safety reasons, we reserve the right to alter or cancel a planned trip or event / activity at any time (e.g. including, but not limited to, changing travel time; changing departure and return point; using a different mode of transportation; changing arranged trip itinerary, or a change of venue). In such circumstances, we will have no liability for such trip or event alteration, as applicable, and there will be no full refund, partial refund or compensation payable by us, even if services have not been delivered.

In the event of a breakdown of a coach on a trip, our liability will be limited; if for any reason we cannot provide a replacement coach and that you miss out on a significant attraction we will reimburse the amount which we have paid to the supplier, though we will endeavour to replace/repair the coach at the earliest. However, sometimes delays will occur due to many reasons beyond our control. In this event, we are also entitled to use a replacement coach that we deem fit to conclude the rest of the journey. The replacement coach may or may not have the same amenities as the original coach.

#### **CANCELLATIONS**

We reserve the right to cancel a trip or event due to circumstances beyond our control, or in the case of not selling enough tickets to make the trip or event viable for us.

We would aim to notify attendees at least 2 (two) days in advance. Please ensure you have given us up to date contact details and that you check the event page for the relevant trip or event in the UK Explorers group on Meetup.com regularly for updates, and check your private messages on Meetup.com.

In these circumstances, we will (i) provide a full refund and this will be limited to the price paid to us for the cost of the trip or event, and no additional amounts will be paid by us; or at your option (ii) offer an alternative trip or event for the same date using an alternative mode of transportation, or alternative venue, as applicable; or at a later date. We are not responsible for any non-refundable incidental expenses that you may have incurred as a result of your booking. We shall not be liable to pay any compensation as a result of us cancelling a trip or event.

# **LIABILITY**

We have no liability for loss, damage, delay, inconvenience, or direct or consequential loss, however caused, unless due to our negligence, in which case our liability is limited (except for death or personal injury) to a maximum of the refund of the cost of the ticket for the trip or event.

We do not own or manage the vehicles, accommodation, restaurants or other venues used or visited during the trip or event, and we have no liability for loss or damage caused by the owners or operators of them. Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions, and bookings with us are subject to a contract with the suppliers. These terms and conditions may limit or exclude their liability to you. Copies of the relevant parts of their terms and conditions are available from us or the relevant suppliers. Force Majeure: This means that we will not pay you compensation if we have to cancel or change the trip or event in any way because of unusual or unforeseeable circumstances beyond our control. These can include, without limitation, war, riot, industrial dispute, sea port / airport strikes, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather and traffic conditions.

#### DAMAGE OF PROPERTY

You, or your guest(s), will be responsible for making full payment for any damage or loss caused by you or any of your party whilst on the trip. Payment must be made directly to the service provider / third-party concerned. In failing to do so, you will be liable for any claims or legal actions against us or you, or your guest(s) as applicable, (together with any third party legal costs) resulting from your or your party's actions.

#### **BAGGAGE**

Due to limited luggage storage space in the coach, attendees may only bring 1 small bag, up to the size of an airplane carry-on bag, which must be able to fit into the inside rack of the coach, or underneath your seat. Trolley bags are not allowed.

**Please note**: any attendee carrying baggage, which does not fit the above guidelines, will not be allowed on take on board such baggage and, therefore, will be asked to leave the baggage behind or be denied boarding on the coach.

#### **LOST PROPERTY & THEFT**

It is the responsibility of each attendee to keep their property and valuables safe at all times. Attendees should not leave behind any property in the coach when disembarking. If you misplace or lose any property, we will not be in any way responsible or liable; and the event organiser may not be in a position to escort you to lodge a complaint with the authorities as it could compromise the convenience and time of the group. We will take no responsibility for retrieving any items of lost property on behalf of any attendee. We will also not take responsibility in reclaiming any belongings from third-party suppliers. It is the responsibility of each attendee to contact the service provider directly to reclaim their belongings and arrange for payment and postage independently. In case of theft, attendees should report the theft to the nearest police personnel, so they can be provided with a police report or crime reference

number. Attendees are advised not to carry unnecessary valuables and to be alert at all times as tourist spots are well known target locations for pick pockets.

#### PERSONAL TRAVEL INSURANCE

Personal travel insurance is not included on these trips. We highly recommend that all attendees buy their own personal travel insurance for each trip or event prior to travel. It is the sole responsibility of attendees to declare any medical conditions at the time of purchasing the insurance.

We advise you not to bring valuables on our trips or events. All baggage and personal items brought are done so at your own risk and knowing that we do not have insurance for them. We will not be responsible for any loss or damage to any personal property.

#### SAFETY

By purchasing a place on our trips and/or attending, you and your guest(s), as applicable, agree to abide by the authority of our trip/event leader. The decisions of the leader are final. If, in the opinion of the leader, your behaviour or physical condition presents a risk to the safety, welfare and wellbeing of yourself, others, or the group as a whole you may be asked to leave the trip without the right to any refund for unused services.

In particular, you are advised to stay far away from cliff edges, do not go into streams / ponds / rivers / the sea, stay off icy or slippery surfaces, stay clear of electric fences, stay away from barbed wire, do not stray onto private land, and stay away from animals, as applicable.

If there's previously been rain or it's currently raining or likely to rain then the ground may be muddy and slippery. Be sure to wear suitable hiking boots with good grip. Bring a waterproof raincoat, waterproof rucksack, hat, and extra warm clothes.

If you hear thunder or see lightning you should promptly but carefully head to shelter. Come down from a high pace onto low land or a valley. Don't shelter under a tree or picnic table or near any sort of pole or post or metal as these can attract lightning. Stay away from water. Don't use an umbrella or hiking poles/sticks. Don't group together with other people. To minimise the chance of being hit by lightning, crouch down and bend your head down to make yourself smaller, and cover your ears.

On hot and sunny days apply sun cream, wear lightweight clothing, and consider a hat and sunglasses. The weather can change so be sure to bring a change of clothes in case it gets cold or rains.

Be careful on windy days to ensure that you stay safe on hills, on cliffs, along roads, etc. It may be safer to wear a waterproof raincoat rather than use an umbrella.

It's important to take plenty of food and water with you to stay hydrated and keep your energy levels up. You should bring at least 1 litre of water, preferably more.

Always stay on official paths, and stay with the group to ensure you don't get lost. Consider that any paths may be shared with pedestrians, bicycles, animals, or other vehicles. Where we have to walk on a road where there's no footpath, be careful and stay away from vehicles, and ideally walk on the side of the road facing oncoming vehicles. Always follow the Highway Code. When crossing roads or paths, always look both ways carefully and only cross when it's clearly safe to do so, in particular obeying crossing lights and signs.

Be cautious when walking near animals. Walk quickly and quietly, and be aware of animal behaviour. If an animal is blocking your path then carefully find a safe way around and re-join the footpath as soon as it's safe to do so. Avoid getting near young animals as parent animals can get aggressive to protect their young. Don't approach animals from behind. Always close gates behind you as they are often their to contain livestock.

Be aware of insects such as ticks, mosquitoes, flies, and wasps.

Always stay alert and look at what's around you and in front of you, and don't just follow other people in front of you. It's important to take responsibility for your own safety. Avoid using headphones to listen to music whilst walking as this may prevent you from staying alert or hearing warnings.

Always have a mobile phone with you and keep it fully charged, and bring a portable charger with you. But bear in mind that many rural and hilly areas may not have coverage.

# **RIGHT OF REFUSAL**

In addition to our rights under the "Special Needs" and "Safety" sections above, we may, at our discretion, require any person to withdraw from any trip or event, if we deem their acts or conduct offensive, or a nuisance to other attendees.

Should you commit any illegal act when attending the trip or event, you may be asked to leave the trip or event.

You will not be entitled to any refund for unused services where you are asked to withdraw or leave any trip or event in the circumstances set out in these Terms, and we will not be liable to pay any compensation to you.

# **FIRST AID**

Our trip organisers may or may not be first aid qualified. In the event of a medical emergency arising, you consent to the administration of first aid measures as may be determined necessary by the trip organisers or any other person present. You further consent to any medical treatment being administered by the emergency services if they deem suitable or necessary.

#### PHOTOS & VIDEO

We take photos and videos at all of our trips and events. By attending, all attendees agree that photos and videos taken can be used without limit on CT Events administered web sites, social media pages, posters and flyers, and any other medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images and videos. Attendees must let us know in writing in advance of the trip or event if they do not wish to appear in our photos or videos, otherwise permission will be implied. Attendees may choose not to participate in group photos or videos on the day, but we will be unable to remove them from the photo or video after that.

#### **GAMES**

On some of our trips and events, we may offer the option for attendees to participate in sports games, such as football, volleyball, or rounders (similar to baseball). All of these sports have associated risks of injury or even death, and joining in these activities is entirely optional and at your risk. Attendees accept full responsibility if they choose to participate. Attendees who choose not to participate should also be aware of the risk of injury or death if they do not keep a suitably safe distance away from these activities.

#### **GUIDED TOUR**

If a trip is described to include a guided walk or guided tour, it will be a walk around some of the main sights with a limited explanation of the significance of those sights. Normally this can be 30 to 90 minutes, depending on the location.

All of our trips, and any such guided walk if applicable, will be conducted in English only.

# **OPTIONALS & ADDITIONAL EXCURSIONS**

We offer the option for attendees to purchase advance tickets for sightseeing / entrance fees to places of interest at the trip destination. Please inform us at the time of booking if you wish to purchase such ticket(s), which is payable to as a separate cost. See the relevant trip or event page for details of the cost and how and when you'll need to pay this. Please note that any such ticket will non-refundable even if the trip is altered or cancelled in accordance with these Terms.

#### TRACKING LINK

On some trips we may provide a tracking link, so you can find the trip organiser easily. When we arrive at our destination, a tracking link may be shared with attendees via Whatsapp or posted on the trip's event page. This tracking link is provided as is, and there is no guarantee that it will work accurately, or at all. We cannot accept liability for the inability of you or any of your guests, as applicable, to access this link. We cannot accept liability if this link expires or is not functional.

#### **REFUNDS**

In the event of any refunds to be given due to changes, amendments or cancellations in accordance with these Terms.

Refunds will be given through the method paid. If you paid by cash, then please contact us to arrange to collect your cash. If you paid using a bank card or PayPal, then please allow 14 (fourteen) days for the refund to appear in your account. Any attendee who has paid for this trip using a credit from a previous trip, will be given the credit to use on another trip, within 3 months of this cancelled trip.

## PRIVACY POLICY

Personal information may be used for any purpose associated with the operation of the trip you have booked or the event that you attend. The information may be disclosed to our agents, service providers or other suppliers as necessary for that trip or event, or as law requires, to the emergency services. Unless you notify us in writing that you do not wish us to do so, we will also use your contact details to let you know about our next trips and events. We will otherwise treat your details with confidentiality.

# **APPLICABLE LAW & JURISDICTION**

This contract is governed by English Law and you submit to exclusive jurisdiction of the Courts of England to settle any dispute.