

Woodsmoke Terms & Conditions for Overseas Expeditions

Please read these terms & conditions carefully before completing and returning our booking form. Once a completed booking form has been accepted in writing by Woodsmoke all the persons named on the booking form ("the client(s)") will have entered a binding contract on the basis of these terms & conditions. If you have any questions about them please do not hesitate to contact us.

"Woodsmoke" means Ben McNutt and Lisa Fenton trading as Woodsmoke, PO Box 45, COCKERMOUTH, CA13 9WB.

1. Agreement

Agreement on the basis these terms & conditions arise upon the fulfilment of all of the following: receipt by Woodsmoke of a properly completed booking form accompanied by the payment or deposit specified in that booking form; clearance of the payment or deposit into Woodsmoke's bank account; acceptance by Woodsmoke in writing.

Woodsmoke reserves the right, in its absolute discretion and without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and Woodsmoke will return any payment accompanying the booking form.

The agreement is between Woodsmoke and the client(s) and is the sole agreement between those parties. No variation of these terms & conditions shall be applicable unless agreed in writing by Woodsmoke before the relevant course.

The person signing the booking form shall be deemed to sign that form for his / herself and as agent for all other persons listed on that form and warrants that he / she is appointed agent for that purpose.

The agreement is governed by English law, and any disputes will be dealt with by the English courts.

2. Payment

The balance of the fee as specified on the booking form must be paid in full no later than eight weeks before the course or expedition. If not so paid, Woodsmoke reserves the right to treat the agreement as cancelled by the client(s) pursuant to clause 4, below. If you do not pay the balance of your course / expedition cost within 8 weeks of departure your booking will be terminated and you will lose your deposit.

3. Prices

Whilst every effort is made to limit prices to those given in Woodsmoke's promotional literature and website, Woodsmoke reserves the right to alter prices should its costs in hosting a course or expedition increase for reasons beyond its reasonable control (including, without limitation, the cost of labour, fuel, transport and materials).

In the event that a price is altered the client(s) will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as was the original price.

In the event of the price being thus increased by 15% or more the client(s) may opt to cancel the booking and will then be entitled to a refund of all monies paid.

4. Cancellation by client(s)

If the booking is cancelled by the client(s) (for any reason) the following cancellation change will arise:

Cancellation more than 8 weeks before course or expedition: full refund of all monies paid, with the exception of 10% of the deposit which will be deducted to cover administration and bank fees.

Cancellation less than 8 weeks before the course or expedition 100% of fee payable: no refund.

These dates refer to Woodsmoke receiving written notification of the client(s)'s cancellation. Woodsmoke strongly recommend you to take out insurance against irrecoverable cancellation costs. The client(s) acknowledges that it is reasonable for such penalties to arise, given the need for Woodsmoke to make preparations for a course or expedition substantially in advance of the course.

5. Date Changes and transfers for courses or expeditions

If the client(s) is prevented from travelling on the course or expedition by genuine circumstances the client(s) may transfer their booking to another person provided they meet all the requirements relating to that course or expedition. The client(s) must provide proof of why they are unable to travel at the time you transfer your booking. A transfer fee of £25 will be payable. Bookings may not be transferred to another person in any other circumstances. In the event of the client(s) transferring their booking(s) to another person, they are jointly and severally liable for payment of the course or expedition price and other associated expenses.

Client(s) that want to change the dates of their course or expedition (having paid either their deposit payment or full payment) may do so up to 8 weeks before the start of their course or expedition, however they must pay an administration fee of £25.00

6. Variation of a course by Woodsmoke

A Woodsmoke course or expedition is, by its very nature, exposed to natural variables, including the weather. Whilst every reasonable effort is made to deal with (indeed to learn from) such contingencies there may be occasions when Woodsmoke, through no fault of its own, is forced to vary or modify a course itinerary at short notice or decides to do so in order to take advantage of natural circumstances.

By signing these "Terms and Conditions" implies that the client(s) accepts and understands that there are hazards involved in this kind of course or expedition, including injury, disease, loss or damage to property, inconvenience and discomfort. The outline itineraries given for each course or expedition must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on the part of Woodsmoke. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

It is a fundamental condition of joining any Woodsmoke course or expedition that the client(s) accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible: Woodsmoke will always endeavour to provide suitable alternative arrangements. The client(s) acknowledges that information about courses provided by Woodsmoke is given in the best of faith but that because of the variability of nature it may be reasonable to alter or modify a course and that in such circumstances it is not reasonable for Woodsmoke to be liable for any losses consequential on such a change and that Woodsmoke's liability is limited accordingly.

7. The conduct of a course or expedition and observing the law

The client(s) acknowledges that during a Woodsmoke course or expedition he / she is required to submit to the reasonable instructions and leadership of Woodsmoke, save that parents, teachers and those in comparable roles in respect of children must maintain control of those children, to the satisfaction of Woodsmoke. The client(s) acknowledges that persons attending a Woodsmoke course are entitled to expect a high standard of conduct and regard for personal well being on the part of all clients.

By signing these "Terms and Conditions" implies that the client(s) accept the leader's authority to make decisions affecting the safe conduct of the course or expedition, and/or individual course or expedition team members. It also obliges the client(s) to comply with the course/expedition leader's instructions and with the laws and regulations of the host country. If the client(s) disregard(s) these instructions and laws (in particular unlawful possession of drugs or firearms), the client(s) will be removed from the course or expedition. The decision of the course/expedition leader as to the conduct, itinerary, and objectives of the course or expedition and its members is final. For this reason the client(s) accepts that Woodsmoke may, in its absolute discretion and without the need to give reasons, arrange for him / her to be removed from a course, if necessary against his / her will, or to be confined to base camp if in the leader's judgement the actions of that individual puts their own health and safety at risk, or jeopardises the safety, enjoyment or welfare of the other clients, or jeopardises the course or expedition's aims and objectives, or puts the welfare of wildlife or habitats at risk. Circumstances in which this might occur include (without limitation) disorderly or abusive conduct; intoxication; failure of control over children; inadequacy of clothing or equipment; incapacity or inability to meet the rigours of the course. In such circumstances the client(s) will not be entitled to a refund of monies and Woodsmoke will not be liable for any losses so resulting. In such circumstances Woodsmoke reserves the right to recover any costs incurred as a result.

8. Liability

The client(s) acknowledges that by joining the course or expedition in the host country, Woodsmoke's responsibility does not commence until the appointed meeting time, Woodsmoke shall not be responsible for any additional expenses incurred by the client to meet up with the group if the client(s) does not arrive at the appointed rendezvous.

Woodsmoke courses/expeditions take place in open countryside and wilderness areas and are by their very nature are not absolutely free from hazard. Woodsmoke makes every effort to minimise risk to clients, and instructs clients in the safe negotiation of such risk as may remain. Consequently, the client(s) acknowledges that there are circumstances in which an accident could befall a client without Woodsmoke being at fault and accepts that to that extent he / she is taking part in a Woodsmoke course or expedition at his / her own risk.

Woodsmoke only accepts liability for physical injury to a client(s) that is shown to result from negligence on the part of Woodsmoke.

The client(s) acknowledges that other loss, damage and expense (including, without limitation, loss of money, loss or damage to clothes and possessions, losses arising on the cancellation of a booking and the expenses of delay and harm caused other than by the negligence of Woodsmoke) howsoever arising is not the responsibility of Woodsmoke and that Woodsmoke's liability is hereby limited.

9. Insurance

Woodsmoke is insured as an Outdoor Activities provider & is covered to a level of £5,000,000 Public Liability Insurance.

It is compulsory that the client(s) is in possession of their own personal insurance cover which covers them fully for the adventurous activities detailed in the expedition briefing pack, which must include adequate cover for baggage, in-country medical expenses, the cost of repatriation should they become too ill to continue, including helicopter rescue and air ambulance and to include 'Working with hand tools'. If the client(s) joins the course or expedition without adequate insurance they may not be allowed to continue, with no right of refund. The client(s) is/are required to carry proof of insurance.

10. Travel Documents

Any information or advice provided by Woodsmoke on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of Woodsmoke, the client(s) is solely responsible, where necessary, for ensuring that he / she has all necessary valid travel documents.

11. Complaints

In the unlikely event that a client(s) has cause for complaint about a Woodsmoke course, complaint should be made to a representative of Woodsmoke during the event, in order that corrective action can, if necessary, be taken. The client(s) acknowledges that it is unreasonable to take no action during a course but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days. To the extent permitted by law Woodsmoke will not be liable in respect of claims first intimated later than 28 days from the close of the relevant course.

12. Subsequent instruction by client (s)

Although all Woodsmoke courses/expeditions are taught by highly experienced & capable leaders, it is not intended that any instruction provided to any client(s) while on a course/expedition will in any way qualify that/those client(s) to instruct any third party & no warranty is made to that effect. Woodsmoke hereby excludes any liability it might have to any third party in respect of any loss or damage suffered or incurred by that third party in its reliance on any skills taught by any client(s) on the basis of having attended any Woodsmoke course or expedition.

13. Model release acknowledgement

Any likeness or image of the client(s) secured or taken on any Woodsmoke courses or expeditions may be used by Woodsmoke without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

14. Medical conditions and fitness

The client(s) must complete and sign a consent form prior to course commencement. All medical information provided will be treated in the strictest confidence. Fitness requirements for Woodsmoke's courses and expeditions are outlined in the course/expedition descriptions. Woodsmoke cannot be held responsible for illness occurring as a result of an ongoing medical condition or poor fitness level. If the client(s) has a medical condition, Woodsmoke strongly advises the client(s) seeks their doctor's advice. It is the responsibility of the client(s) to have their fitness and physical condition checked by both a medical and dental professional prior to the course or expedition. If in the opinion of the course/expedition leader, the health of the client(s) is at risk, the course/expedition leader is entitled to authorise immediate evacuation and repatriation, and Woodsmoke will be entitled to recover any costs incurred.

15. Insolvency or cancellation by Woodsmoke

In the unlikely event that Woodsmoke becomes insolvent all monies will be refunded in full. In the event that Woodsmoke cancels a course or expedition, all monies will be refunded in full, or if preferred transferred as a deposit for another course or expedition of the same cost. Woodsmoke reserves the right to cancel any course/expedition for which there are not enough clients to make the course or expedition economically viable. However, if Woodsmoke's cancellation is due to force majeure, any reasonable expenses Woodsmoke may have incurred will be deducted from the client's refund. Woodsmoke does not accept liability for any loss arising from cancellations including non-refundable or penalty-carrying airline tickets, special clothing and equipment, visa, passport and vaccination fees, or other expedition-related expenses. Please note that it is the client(s)'s own responsibility to protect themselves against airline and travel agency cancellation to and from the assembly point by taking out adequate travel insurance.

16. Inclusions and exclusions

Woodsmoke will provide all the arrangements and services as detailed in the course description / expedition briefing pack, from and to the assembly point in the host country. The published course or expedition fee does not include travel to and away from the assembly point. It is the responsibility of the client(s) to make their own way to the assembly point in time for the advertised meeting date and time. Woodsmoke insists on punctuality and cannot accept liability for any loss arising from failure to arrive at the assembly point on time. The published fee includes all travel from and to the assembly point · all accommodation and base camp facilities · meals and provisions at fixed camps · access to specialist equipment · the services of local guides · the services of the course / expedition leaders · any other services or goods specifically mentioned in the course description / expedition briefing pack. The published fee does not include visa and vaccination costs · personal travel insurance · additional (alcoholic) drinks · food in transit · telephone calls · airport taxes payable in host countries · private trips and excursions · anything else not specifically included.

17. Single supplements

The costs are based on two people sharing where there is fixed or tented accommodation. It is often possible to arrange single facilities in fixed accommodation and sometimes in a tented base camp, but there will be an extra surcharge of £250 involved.

18. Expedition equipment

All communal and group equipment such as tools, tents, cooking equipment, expedition medical kit etc. will be provided by Woodsmoke. The client(s) will receive full training for any equipment they are likely to use. The client(s) will need to provide their own clothing and personal equipment. A detailed list of personal clothing and equipment required will be sent as part of the expedition briefing pack. Damage or loss to any equipment belonging to Woodsmoke caused by carelessness, negligence or improper use will be charged appropriately and reasonably to the client(s) responsible for the loss or damage. Depending on the circumstances the client(s) may be able to recover this loss from their travel insurance.

19. Changes to this agreement

When making an application to join a course or expedition the client(s) confirms that they have read and understood all the terms and conditions above and agrees to abide by them. Woodsmoke reserves the right to update the Terms & Conditions at any time, without notice.