

TERMS & CONDITIONS THE IMPACT EXPEDITION

These are the Terms and Conditions that will apply to your booking one of our expeditions. Please read them carefully as you will be bound by them.

These Terms shall constitute the entire agreement between The Impact Expedition, and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein.

The contract and booking is made with, and services will be provided by The Impact Expedition. By booking an expedition, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

BOOKING TRIPS & THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with The Impact Expedition, you accept on behalf of yourself and all those named on the booking, to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when The Impact Expedition sends a confirmation email with your Impact Ticket, and when you have completed your payment.

**Please note that The Impact Expedition only offers expeditions and related activities to those 18 years of age and over.

REFUND / CANCELLATION

We understand that unexpected events can arise that can affect your plans.

If you cancel more than 60 days before the expedition start date, you may request a partial refund (less a cancellation fee equal to the deposit).

All expedition payments become non-refundable less than 60 days before the expedition start date.

BALANCE TRANSFER

Full and partial expedition payments can be transferred to another expedition taking place within one calendar year, if you notify us 90 days or more before the expedition start date.

You may also transfer the balance to a friend if you let us know 90 days or more in advance.

PRICING

All expedition prices shown are per person and are quoted and payable in EURO.

The Impact Expedition is not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

The Impact Expedition reserves the right to alter the prices of any of the travel arrangements shown on our website. You will be advised of the current price of the travel arrangement you wish to book before your contract is confirmed.

Unless stated otherwise, the price of your travel arrangement includes each and all of the component parts described within your booking confirmation invoice.

Not included in the price of your travel arrangement is flights, travel insurance, visa, excess baggage charges, tipping and any extra food or drink or additional excursions or activities which are not confirmed as being part of your expedition arrangements. Additionally, any items or services purchased during an expedition are not included in the cost of your travel arrangement unless specifically stated.

MEDICAL CONDITIONS & SPECIAL REQUIREMENTS

The Client must inform The Impact Expedition on our registration form of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel, including medications you are currently taking. Failure to notify us may result in the Client being refused certain activities

during the expedition at the Client's own expense. Some expeditions may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions, please email if you have concerns.

It is absolutely vital that you are accurate with your fitness level and medical conditions for your own safety.

The Impact Expedition will do its best to meet Client's special requests including dietary, but such requests do not form part of the Contract and therefore The Impact Expedition is not liable for not providing these requests.

As a client, you MUST carry medical insurance. Medical facilities vary from country to country and The Impact Expedition will do its absolute best to bring you to a proper medical facility as needed, but makes no representations and gives no warranties in relation to the standard of such treatment.

CANCELLATION OF AN EXPEDITION BY THE CLIENT

Any cancellation by a Client must be made in writing (via email) and be acknowledged by The Impact Expedition in writing (via email).

Under no circumstances is your deposit refundable. Deposits are required to secure bookings.

If you cancel and you have made additional payments to your deposit, your full balance can be rolled over to another date of your same trip within one calendar year. If your trip is not offered again, you can switch locations and fees can be transferred.

Fees apart from the deposit can be refunded in special circumstances including:

- **Serious injury or illness of the client**
- **Serious injury or illness of close family member**

CANCELLATION OF AN EXPEDITION BY THE IMPACT EXPEDITION

The Impact Expedition reserves the right to cancel any expedition for any reason, but will not cancel an expedition less than 30 days before the expedition start date except for unusual or unforeseen circumstances outside The Impact Expedition's control. When an expedition is cancelled by The Impact Expedition before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

Transfer their deposit to another expedition taking place within one calendar year, or:

Receive a full refund of all monies paid under the contract as soon as possible.

The Impact Expedition is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternate expedition of a higher value than that originally booked, then the Client must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, The Impact Expedition will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, The Impact Expedition will provide the Client a refund of unused tour portions. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the The Impact Expedition's control, The Impact Expedition will in some circumstances offer compensation. Significant alterations do not include the substitution of a transportation method, modification of itineraries, change in hotel accommodation or meal offering.

AIRFARE

Expeditions do not include national or international airfare. The Impact Expedition strongly recommends you wait until the trip is confirmed to run before booking airfare or making any non-refundable travel arrangements.

TRAVEL & HEALTH INSURANCE

Clients are obliged to obtain a solid travel medical insurance. This insurance must cover personal injury and emergency medical expenses above 4000m including, but not limited to, helicopter evacuation, air ambulance and repatriation.

It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client during travel. The Impact Expedition shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a train, bus, or other mode of transportation, publicly owned or operated by The Impact Expedition or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, are not reimbursable. The Impact Expedition cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by The Impact Expedition such as hotels, huts, expedition vehicles, or any other mode of transportation.

The Client acknowledges that the cost of expedition's do not include insurance and that the Client has been advised to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

EVACUATION PROCEDURES AND COSTS

The Impact Expedition facilitators, local guides or other representatives decisions will at all times be final on all matters likely to affect the safety and well-being of the trip. We reserve the right to prohibit any traveler from continuing on a trip with no right of refund if, in our opinion, that traveler's actions pose a threat to the safety of others, to the wildlife, themselves, or if the traveler's actions and/or behaviors are harming the enjoyment of the trip for others.

Evacuations costs are to be covered by the person being evacuated.

TRAVEL DOCUMENTS

Valid Passport: The Client must be in possession of a valid passport required for entry, departure and travel to expedition destinations (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates (if required), insurance policies, etc. are required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the expedition and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by The Impact Expedition regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client and The Impact Expedition is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

Expedition Details: To expedite the obtaining of travel documents and flight bookings please note that all international trip-related documents such as Expedition Guides will be sent via email once the trip is confirmed to run. The Impact Expedition will aim to confirm trips within a reasonable timeframe.

CLAIMS & COMPLAINTS

If a Client has a complaint against The Impact Expedition, the Client must first inform the Expedition facilitator or guide at the earliest opportunity to allow the grievance to be rectified. Failure to indicate dissatisfaction whilst on expedition will result in the

Client's ability to claim compensation from The Impact Expedition being extinguished or at least reduced. If satisfaction is still not reached through these means on expedition then any further complaint must be put in writing to The Impact Expedition within 30 days of the end of the trip.

CLIENT RESPONSIBILITY

The Client acknowledges he or she may be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in their daily life. By booking travel with The Impact Expedition, the Client acknowledges they have considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges, and laws in effect at each stop along the itinerary, and is encouraged to locate or make contact prior to embarkation with their local embassy or consulate at the trip destination.

SUPPLIERS & INDEPENDENT CONTRACTORS

Hotels/accommodation, shuttle services, excursions or other elements of The Impact Expedition may be arranged by The Impact Expedition with local suppliers who may themselves engage the services of local operators and/or sub-contractors. The Impact Expedition will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable. These may limit or exclude the liability of the supplier. The liability of The Impact Expedition will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing the performance of the services of any supplier. Neither The Impact Expedition nor any carrier is liable for independent contractors.

SAFETY & TRIP ENJOYMENT

We take your safety and well-being very seriously. However, you are ultimately responsible for your safety. To avoid possibly dangerous situations, it is extremely important that you obey any rules and regulations imposed by the The Impact Expedition facilitators and/or Local Guides and instructions given by them.

The Impact Expedition reserves the right to prohibit any Client from continuing on a trip with no right of refund if, in our opinion, that Client's actions pose a threat to the safety of them, others, or to the wildlife, or if that Client's actions or behaviors are seriously jeopardizing the enjoyment of the trip for others. The decision of the The Impact Expedition facilitator Leader or representative will at all times be final on all matters likely to affect the safety and well-being of the trip. All Clients must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and The Impact Expedition will not accept responsibility or liability for any Client who contravenes any laws or other regulations of any country visited.

HEALTH & FITNESS

Most The Impact Expedition trips should not be overly strenuous for people who are healthy and reasonably fit. If you (or anyone on whose behalf you are booking) are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us of this at the time of booking. If your health or fitness changes between the time of booking and your trip departure date, you must notify the The Impact Expedition team of these changes before the expedition starts.

PHOTOS, VIDEO AND CONTENT CREATION

In the course of participation in a The Impact Expedition, photos or video may be taken by participants, guides and professional photographers. These images may be used in any The Impact Expedition promotional materials, website, all social media platforms (i.e. Instagram), etc., unless Clients specifically request to the photographer or in writing to The Impact Expedition, to not use any material your image is depicted in. Otherwise, permission is granted to The Impact Expedition to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

EXPEDITION ITINERARY CHANGES

The Impact Expedition and its partners reserves the right to alter expeditions programs and itineraries due to weather, road conditions or other circumstances. These programs may be changed or cancelled at any moment due the trip to assure the safety of our clients and staff. No responsibility is accepted for losses, expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, changes in schedules or other similar causes. The Impact Expedition and its partners do not assume responsibility for accidents or deaths that can be traced to the participants' negligence, acts of third parties or exterior circumstances such as weather, natural occurrences, ware or other similar causes.

DATA PROTECTION

To ensure that expeditions run smoothly, The Impact Expedition need to use personal information (such as name, address, special needs, health conditions, dietary requirements etc.) provided by Clients to The Impact Expedition, and also pass on such information to other outfitters/guides or suppliers involved in the operation of the expedition. The Impact Expedition will apply appropriate security measures to protect such personal data and will only pass on data that is applicable to outfitters or suppliers responsible for the expedition. By completing The Impact Expedition Booking, Clients consent to this information being transferred as required.

LIABILITY

The Impact Expedition is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of The Impact Expedition and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an

event of force majeure; or any event which The Impact Expedition and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that The Impact Expedition is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then The Impact Expedition limits its liability.

ACCEPTANCE OF RISK

The Client acknowledges that the nature of the expedition is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release The Impact Expedition from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.

SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

SUCCESSORS & ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon The Impact Expedition and the Client and their respective heirs, legal personal representatives, successors and assigns.

APPLICABLE LAW

The Contract and these Terms and Conditions are subject to the laws of The Netherlands.

WAIVER OF BOOKING CONDITIONS

These Booking Terms and Conditions may only be waived or amended by written mutual consent. When a Client completes, submits and makes the payment for

booking their place for an expedition, they agree to accept all these conditions, and when the booking is accepted, The Impact Expedition agrees to carry out the obligations as defined therein.

UPDATING OF TERMS & CONDITIONS

The Impact Expedition reserves the right to update and/or alter these terms and conditions at any time, and it is the Client's responsibility to be familiar with them. The latest terms and conditions may be found on The Impact Expedition's website.

If you have any questions or concerns, please email us at carlijn@theimpactexpedition.com