



## Terms & Conditions of Use

**YOUR TERMS** – By registering for a trip with PJS Challenges Ltd (t/a) PJS Adventures (“PJS”, “we”, “us”, “our”), you are entering into a contract with us. Your contract is made with PJS Challenges Ltd, Company Registration Number 11422832, registered office located at 71-75 Shelton Street, London WC2H 9JQ, UK. We accept bookings subject to your express consent and agreement with all terms, conditions and obligations set forth below.

Please read these terms and conditions (“Booking Conditions”) carefully as they set out your respective rights and obligations. In these Booking Conditions, references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made. or any other person to whom a booking is added or transferred. If you are signing the booking form as a parent or guardian (on behalf of someone under 18 joining a trip), you accept these conditions on behalf of the minor. By making a booking, the first named person on the booking confirms and agrees on behalf of all persons detailed on the booking that:

1. He/she has read the Booking Conditions, has the authority to enter into a contract governed by these terms and conditions, and hereby agrees to be bound by all such terms and conditions;
2. He/she consents to our use of information in accordance with our Privacy Policy (which can be found at: <https://pjs-adventures.com/privacy-policy/>);
3. He/she is over 18 years of age and, where placing an order for services with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase such services;
4. He/she has the full authority on behalf of all persons named on the booking to agree to the Booking Conditions on their behalf, will be the point of contact for all communications relating to the booking, and that all such persons are fully aware and accept these terms and conditions;
5. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

If you do not agree to the Booking Conditions detailed herein, please do not complete the booking.

**MAKING A BOOKING** - You must make a booking via our website ([www.pjs-adventures.com](http://www.pjs-adventures.com)). You will secure a reservation on your chosen trip by completing the online booking form and paying the deposit and any administration fees (the “Registration Fee”). We will send you an invoice for the Registration Fee when you have completed the online registration. The Registration Fee will be notified to you at the time of booking. We will invoice you for the remaining balance (the “Trip Fee/s”, and together with the Registration Fee, the “Total Trip Cost”) 90 days before the trip commencement date. The Trip Fee will be due 75 days before the trip commencement date (the “Due Date”). If you do not pay the Trip Fee by the Due Date, your booking will be cancelled, and you will forfeit your Registration Fee. For other terms that may apply to cancellations, please see section below titled “Cancellations by You.” Your place will be reserved when you pay the Registration Fee and Trip Fee in full, subject to the terms of the “Changes and Cancellations by Us” clause.

**PRIVACY POLICY** - To process your booking and ensure that your trip runs smoothly and meets your requirements, we need to use information you provide such as name and passport details, and any special needs/dietary requirements, etc. We must provide this information to the relevant suppliers of your travel arrangements such as airlines, ground handlers, hotels, transport companies, and the charity you are



supporting with your fundraising, as applicable. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law. Additionally, where your trip is outside the European Economic Area (EEA), controls on data protection in your destination may not be as robust as the legal requirements in this country. However, all our ground handlers and third-party suppliers have been instructed to follow strict data protection guidelines provided by PJS Adventures. We will not disclose any information to any person not responsible for part of your trip arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary or religious requirements. When you book on behalf of other persons on a booking, you are representing to us that you are authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements). If we cannot disclose this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being disclosed to the relevant persons. Please see our Privacy Policy <https://pjs-adventures.com/privacy-policy/> for further information.

**PARTICIPATION** - Participants must be a minimum of 18 years old on the trip departure date and be in suitable physical condition to undertake the trip as set out in the itinerary. Participants should be fully aware of the possible risks inherent in adventure travel. Minors aged 16-17 may also participate in trips, with the agreement of, and when accompanied on the trip by, their parent or guardian. For the avoidance of doubt, we do not assume any additional responsibility for minors which we would not otherwise have for adult participants.

**DISABILITIES AND MEDICAL ISSUES** - Our trips are open to participants of all backgrounds, and we will do our best to cater for any special requirements you may have. If you have any medical issues or a disability which may affect your involvement in the trip, you must provide us with full details on the booking form (such information will be treated confidentially). Before we confirm your booking, we will advise regarding the suitability of your chosen arrangements, if possible, and we will endeavour to assist you. The demanding nature of the trips we operate mean that where a participant's involvement needs specific medical, social, or cultural assistance, we may request that they travel with a companion. If we reasonably feel that we are unable to properly accommodate the particular needs of the person(s), we will not confirm your booking. If full details are not provided at the time of booking, we reserve the right to cancel your booking (imposing applicable cancellation charges) where relevant. If a change in the condition or disability occurs, you must inform us immediately.

**PAYMENT INFORMATION** - To book a trip, you must pay the Registration Fee when completing the online booking form. The Registration Fee (whether paid in full or instalments) is non-refundable unless we cancel the trip for any reason other than due to Force Majeure situations. If you book a trip and the costs are greater than that of the group (usually associated with late bookings), we will advise you of any increased costs. Payments made by credit card could incur a 2% fee. If your chosen trip is full, you will be provided with the dates of other departures, given the chance to book another trip, or refunded your Registration Fee. **You are responsible to pay for and arrange your personal equipment, tips for local service providers, overseas airport taxes\*, government-imposed fees\* and the costs of visas\*, vaccinations\*, additional food & drink, personal spending money, transport to and from the airport of departure and any other activities not included in the itinerary. (\*If applicable).** All discounts and reduced pricing are applied at our discretion. From time-to-time, we may offer reduced pricing on selected trips. The reduced pricing applies strictly to new bookings. Bookings that have already been confirmed are locked into their original price and are not entitled to the reduced pricing. Promotions are only valid for the specific trip to which they refer and are non-transferrable. Should numbers remain too low to operate the trip, we reserve the right to cancel that trip and will carry over 50% of the promotional saving to your chosen alternative departure date. Only one promotional code can be used at a time.



**FOR ALL PAYMENT OPTIONS** - You are not entitled to participate in the trip unless we have received from you or the Charity, as applicable, cleared funds in respect of the Registration Fee, the Trip Fee, insurance premium, if applicable, and any other services that have been booked for you. We reserve the right to treat any arrangements as being cancelled by you if such payment is not received on time, and our standard cancellations charges will apply. In exceptional and unavoidable circumstances, we reserve the right, in our sole discretion, to request the Trip Fees (or a proportion of those Trip Fees), prior to 75 days before departure. This may occur in the rare case, for example, where an airline or supplier requires earlier payment than standard industry terms. We will take all reasonable steps to vary the terms favourably, and if we are unsuccessful, we will let you know of the revised deadline at the earliest possible opportunity. If the revised deadline requested is not met, we reserve the right to treat the booking as cancelled, with our standard cancellation charges being applicable.

**PRICING AND SURCHARGES** - Prices have been calculated in accordance with foreign currency exchange rates. The cost of the trip is fixed at the time of booking and will not be subject to surcharges. The only exception to this is to allow for changes in costs by airlines or any government action including, but not limited to, new or increased taxes such as VAT, or in changes in embarkation or disembarkation fees, airport taxes, fuel surcharges, or to allow for fluctuations in applicable exchange rates. Under these circumstances, we reserve the right to increase the cost of the trip payable by you. Even in these cases, we will absorb an amount equivalent to 2% of the advertised trip cost. Only amounts in excess of this 2% will be surcharged. Where we notify you of a price increase in excess of 10% above the full cost and you have not notified us in writing within 14 days that you accept the same, we reserve the right to terminate this contract. There will be no change made to the price of your Total Trip Cost within 30 days of your departure, nor will refunds be paid during this period. Should the price of your trip decrease due to the changes noted above, by more than 2% of your confirmed trip cost, any refund due will be paid to you (as appropriate). However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**MINIMUM NUMBERS AND PRICING SUPPLEMENTS** - Our costs are based on a minimum number of people in the group (as indicated per trip on request by you). If the group is smaller or becomes smaller than this minimum prior to departure for whatever reason, PJS reserves the right to cancel the trip. A full refund of Trip Fees and the Registration Fee received to date (excluding insurance premiums and administration fees) will be applicable. PJS may offer the option to continue the trip with less than minimum numbers; however, a small group supplement may be applicable. Where a small group supplement becomes applicable, we will aim to communicate this to you no later than 6 weeks before departure. You will be liable for any small group supplement.

**TRANSFERRING YOUR BOOKING TO SOMEONE ELSE** - Transferring your booking to an alternative participant will only be accepted where we, in our sole discretion, deem it possible; provided, however no transfers will be approved less than 13 weeks prior to departure. Any request to transfer your booking should be put in writing to [info@pjs-adventures.com](mailto:info@pjs-adventures.com). Please note that any transfer of booking must relate to the identical trip and departure date as the original booking. If we agree to process your request, you must supply us with the replacement's name and valid email address immediately. We will then send a confirmation email to the designated replacement who should book and pay the trip Registration Fee within seven days. Failure to act in accordance with the above procedure will result in the transfer request being cancelled and normal cancellation terms being applied to the original booking. Once the replacement has been authorised, we will refund you 50% of your original Registration Fee.

**ACCURACY** - We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however, the information and prices shown on the website may have changed by the time you book your arrangements. Although we make every effort to ensure the accuracy of the website,

regrettably errors occasionally occur, and we reserve the right to correct prices and other details in such circumstances. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

**MEDIA** - You agree that any media made by us, including photography (stills or video), recordings made or taken prior to, during, or after the trip, which may include you, may be used in publicity material connected with the trip, and that we retain all rights, title and interest in such photography or media including, but not limited to, any royalties, proceeds, or other benefits derived from such material.

**RISK AND HEALTH AND SAFETY** - You understand fully that adventure trips involve inherent risks to health and safety. You therefore agree to take part in such adventure trips entirely at your own risk, and you agree to indemnify, defend and hold harmless PJS Trips, our employees, agents, subcontractors and suppliers against claims for loss or damage to personal property, or for losses, costs or damages, including consequential losses, that occur through your participation in the trip arising from your own actions. The outline itineraries given for each trip are merely an indication of what each group should accomplish and do not amount to a contractual obligation on our part. By booking your trip you:

1. (i) accept and acknowledge that delays and alterations to the detailed itinerary and their results are possible;
2. (ii) affirm that you are adequately fit and healthy to cover the distances and undertake the program set out in your trip itinerary;
3. (iii) agree that if the trip leader determines that you are not sufficiently fit, healthy, properly equipped or able to complete a trip without affecting its safety, comfort or progress, they may at any stage remove you from the trip and you will not receive a refund;
4. (iv) agree to PJS Trips' policy to not pay any ransom or make any payments in order to secure the release of hostages;
5. (v) agree, if you are a cyclist, to wear a helmet when riding;
6. (vi) agree to wear safety clothing or equipment such as may be required in the country concerned or under the rules and regulations of any local service provider of any activity undertaken by you; and
7. (vii) represent that you are able to competently swim 50 meters fully clothed for any water-based activities.

**MEDICAL TREATMENT** – By booking your trip, you agree that in cases of emergency we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf. You will assume any costs directly and indirectly resulting from necessary medical or surgical treatments that we arrange on your behalf. US-based customers must secure and maintain health insurance coverage, or travel insurance, that will cover any medical treatments that may be required during the course of your trip.

**MEDICAL CHECKS** – It is your responsibility to obtain proper and detailed medical advice at least two months prior to travel and to be aware of the latest health requirements and related health recommendations for your destination and associated costs. Where you fail to do so and are either not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your Registration Fee or Trip Fees. If you have an existing medical problem, are pregnant, or recently visited other countries should check with their general practitioner. You may need to be cleared for travel from your GP (who may charge you for such, and, for the avoidance of doubt, we are not liable for any such charges or related costs).





Further, all customers who will be age 65 or greater at the time a trip commence must provide us with a medical certificate or letter from a physician, 60 days prior to the departure date, certifying sufficient health and fitness to participate in the trip. Obtaining and providing such certification is an express condition of participating in such customers, and PJS shall not be liable for any refunds if such certification cannot be timely secured.

**BEHAVIOR** - You must comply with the laws and regulations of the countries visited. You must also comply with all instructions of the trip leader relating to the safety and organisation of the trip. If any airline pilot, accommodation manager, or other person in authority feels that you are behaving in such a manner as to cause danger, distress or annoyance to others, or cause damage to property, we may terminate your trip arrangements, in our sole discretion. Further, PJS has a zero-tolerance policy for rude, abrasive, disrespectful, or threatening behavior directed to its crew, staff, leaders and managers, and as such reserves the right, in its sole discretion, to terminate the trip of any participant who engages in such misconduct before or during the trip. In such event, we shall have no liability to you, and we will not be responsible for making any refunds, paying any compensation, or meeting any costs or expenses you incur as a result. Furthermore, in the event of a cancellation due to your conduct, you agree to indemnify us for the full amount of any claim (including all legal costs) that may be asserted against us by the supplier or any third party, or any costs that we incur.

Be advised - local laws and customs of the countries you visit can be different from those in your home country. Do not act in any way that may offend, especially if you intend to visit religious areas. It is your responsibility to familiarise yourself with and respect local laws and customs. We will have no liability to you for any cost, loss or damage which you incur, nor will we refund you the cost of any unused portion of your Registration Fee or Trip Fees arising out of the provisions of this Behavior section.

**PASSPORT AND VISA REQUIREMENTS** - It is your responsibility to fulfil all passport, visa and other immigration requirements applicable to your itinerary. We can provide general information about the passport and visa requirements for your trip, but this is for guidance only. Your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility, and you should confirm these with the relevant Embassies and /or Consulates before you travel. We can also provide general information about any health formalities required for your trip, but you should check with your own doctor for your own specific circumstances. We do not accept any responsibility if you cannot travel or you incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. Further, you agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

**CANCELLATIONS BY YOU** - Any request to cancel your participation in a trip must be confirmed to us in writing either to [info@pjs-adventures.com](mailto:info@pjs-adventures.com) or by letter. If sent via letter, please ensure it is sent by Recorded Delivery. Cancellations are only effective from the day that they are received by us. Cancellations made within the timeframes set forth below will incur the following charges:

- 75 days or more before departure -- you will lose the Registration Fee.
- 43-74 days before departure -- you will lose the Registration Fee and 40% of the Trip Fee.
- 42-29 days before departure -- you will lose the Registration Fee and 60% of the Trip Fee.
- 28-15 days before departure -- you will lose the Registration Fee and 80% of the Trip Fee.
- 14 or fewer days before departure -- you will lose the Registration Fee and the full Trip Fee.

**CHANGES AND AMENDMENTS BY YOU** – If you wish to change, amend, or postpone a booking previously confirmed by us in writing, we will make every effort to assist you; however, we do not guarantee that this will



be possible and, in any event, will be entirely at our discretion. You will be charged a £100 administration fee for each such amendment and will be subject to covering any additional charges. You will also be responsible for any unrecoverable charges or expenses in making such amendments. All changes will be subject to availability. If you choose to book your own flights, you must confirm your flight itinerary with us before making payment. If you choose to postpone your participation on a trip and wish to join another trip, you should put your request in writing to [info@pjstrips.com](mailto:info@pjstrips.com) or by letter. You will be charged a £100 administration fee to move trips. Any transfer to another trip will be subject to availability and otherwise in our discretion. The £100 charge is non-refundable. If we incur any costs by moving trips, such amount will be added to your Registration Fee. If any direct costs chargeable to PJS exceed your Registration Fee, we reserve the right to reject your request to move trips and the administration fee will not be refundable. If we accept your request, you must confirm the alternative trip within one month of postponing. If the trip to which you are moved has a higher Registration Fee, Trip Fee, minimum sponsorship level or insurance premium, you will be responsible to pay the difference. Any payments associated with your change of trip must be paid within 14 days of receiving an invoice. If your request to move trip dates is received in writing by us 75 days or less prior to departure, it will be treated as a cancellation and re-booking and the standard cancellation charges will apply (as above).

**CHANGES AND CANCELLATIONS BY US** – Given multiple factors that can impact schedules and timing for our trips, the itineraries we publish are, by their very nature, aspirational statements of intent. We will make all reasonable efforts to maintain the published itinerary, but we reserve the right to make modifications to the itinerary of the trip to the extent needed, in our sole discretion, before and/or during a trip. Such amendments to the itinerary may consist of Minor Modifications or Significant Modifications, as set forth below. “Minor Modifications” are minor changes to the itinerary that are not Significant Modifications and which may consist of changes in vehicle and equipment use, changes due to improvements based on client feedback, transport changes, and changes due to weather issues, wildlife movements, and other factors out of our control. If there is a Minor Modification before you depart, we will try to notify you, but we are not obliged to pay any compensation based on such Minor Modifications to the itinerary. “Significant Modifications” consist of material changes to the itinerary such as a change of trip location or main activity, a change in departure city, where the departure or return date is delayed for more than 24 hours, or where material changes are required to preserve or otherwise prevent cancellation of a trip which has already started. Whether a change to the itinerary based on the above-described factors constitutes a Minor Modification or a Significant Modification rests in the sole and absolute discretion of PJS.

In the event PJS determines that a Significant Modification is warranted, we will inform you as soon as reasonably possible. Provided there is time to do so before departure, we will offer you the choice of the following options in the event of a Significant Modification:

1. Accepting the changed arrangements and moving forward; or
2. Accepting an offer of an alternative trip, if available (PJS will refund any price difference if the alternative is of a lower value, and you will pay the difference if the alternative is of a greater value);  
or
3. Receive a refund of all monies paid (other than insurance premiums and any administration fees).

You must notify us of your choice within 7 days of being presented with the options. If you fail to do, you will be deemed to have accepted the changed arrangements, per the first option above.

In the event there is a Significant Modification which necessitates additional costs that are disclosed to you in advance, and you accept such costs and agree to move forward with the trip subject to the Significant Modification, you unconditionally promise to promptly remit payment to PJS following receipt of a supplemental invoice for such costs.



Should less than the minimum number of people book any particular trip, we reserve the right to cancel that trip but (other than in exceptional circumstances) will not do so later than six weeks prior to the trip departure date. In these circumstances, the Total Trip Cost will be returned to you in full (excluding insurance premiums and administration fees).

**CUTTING YOUR TRIP SHORT** - Most participants complete the trip they undertake. However, on occasion, participants are obliged to terminate an ongoing trip for reasons such as ill-health. If you are obliged to terminate an ongoing trip for any reason, PJS cannot provide a refund of National Park fees, flights, or accommodation costs. Any additional accommodation and/or transfer fees, flights and accommodation costs, and any medical costs incurred, will be your responsibility. You must ensure that you have adequate insurance in place to cover these eventualities. Further, PJS requires that you take a credit card with you on the trip to cover any unexpected costs. In some cases, such costs can be extensive such as, for example, where a helicopter evacuation is required. You must ensure you have access to sufficient funds to cover such emergencies. For the avoidance of doubt, PJS bears no responsibility or obligation for any such costs. In the event we are required to provide financial assistance, you hereby guarantee that you will personally reimburse us upon your return from the trip.

**FLIGHTS** - We are neither a carrier nor a provider of flight accommodation. Each journey (whether undertaken or not) by land, sea or air is governed by the conditions of the carrier. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available from the supplier. As all of our trips are different, airlines used differ with each trip. In prepared itineraries, transport timings are provided by the specific carrier and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time, and in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed. Internal flights are particularly vulnerable to change. We have no control and accept no liability whatsoever for cancellations and delays, which are subject to operational decisions by airlines and/or traffic control authorities.

You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your trip. In the usual course of a trip, we normally check the flight status and details of our trip participants to monitor whether they are arriving for the event on time; however, you remain fully responsible for monitoring your flight status. PJS takes no responsibility for any customer errors that occur regarding arrival or departure times, dates, or other issues in connection with flight travel.

If flight delays mean that any additional transfers are required to enable you to join the group, these costs must be met immediately by you and if covered by your travel insurance policy, claimed at a later date. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Flight timings and carriers set out in our publicity material are subject to change and all details given to you are for guidance only.

As with a Significant Modification, if flight changes that you accept necessitate additional costs that are disclosed to you in advance which may, under the circumstances, be paid up-front by PJS, and you accept such services, you unconditionally promise to promptly remit payment to PJS following receipt of a supplemental invoice for such costs.

## OUR LIABILITY –

- (1) Our liability to you in any event shall be the lower of: (i) any fee paid by you; or (ii) the minimum amount required by law. We will not be responsible for the acts of omissions of any third party. We
- (2) will not accept vicarious liability for anyone in which we are not vicariously responsible pursuant to the law. We will not be responsible for any incidental, consequential, or non-direct damages you may suffer for any reason.
- (2) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) are deemed to assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (3) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you.
- (4) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

**DOCUMENTATION** - Please contact us immediately if any of the information you receive from us appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret that we cannot accept responsibility if you do not tell us about any mistake in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits, but you must meet any costs in doing so. The only exception to this requirement to meet any costs is where the mistake was made by us.

**ACCOMMODATION** - The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. Your trip may be taking place in a country where travel and accommodation standards are less developed than you are used to in your country of residence. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services. The trip is based on using twin or triple accommodation (where applicable), and if you join a trip alone, you will be partnered with another member of the same gender to share accommodation.

**INSURANCE** - It is an express condition of participation in a trip that you have a suitable travel insurance policy whilst participating on the trip. We have partnered with World Nomads to offer all our participants comprehensive coverage for our trips. Please follow the link on our website to receive your personalised quote for your trip.

PJS must obtain confirmation of your insurance coverage not later than 60 days prior to departure. Such confirmation must include the name of the insurer, policy number, coverage, limitations, declaration page, and a policy certificate. In the event PJS determines that the selected insurance policy is inadequate for the specific trip, and the customer fails or refuses to procure a new policy, PJS reserves the right to refuse to assist with any claim or arrangements that may be required.





**PROMPT ASSISTANCE** - We will provide such prompt assistance as is reasonable in the circumstances if service failures occur which are attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss. Be advised that prompt assistance pertains to assistance, advice, and guidance only, and it does not relate to or require payment of any additional costs you may have incurred.

**FORCE MAJEURE** - Except where otherwise expressly stated in these Booking Conditions, we will not be liable or pay you compensation if our obligations to you are affected by any event which we, or the supplier(s) of the service(s) in question, could not, even with all due care, foresee or avoid. These force majeure events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned control. Force majeure conditions also expressly include any restrictions and limitations imposed by government authorities relating to public health, communicable and infectious diseases, and other similar health matters. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the British Foreign Office.

Customers should remain mindful that our trips necessarily entail travel by guests, staff and third parties, to and from multiple origins and destinations. Force majeure conditions can and do occur in countries and localities that may negatively impact the ability of individual guests, staff, and/or third parties to travel to the trip which could impact the trip experience, perhaps significantly. Specifically, PJS will not be liable, or pay you compensation, if any such force majeure events occur that delay or preclude customers, key staff, or third parties from joining all or part of the trip or remaining with the trip.

**COMPLAINTS** - We do our best to ensure that your travel arrangements go according to plan. However, if you have a complaint arising out of or related to any of the arrangements for your trip, please advise us at the earliest opportunity, including if necessary, by calling our office from wherever you may be. If a problem arises during your trip, it is important that you promptly advise the trip leader and the supplier at the earliest opportunity, who will endeavour to address your concerns. If your complaint cannot be resolved locally, you should advise us within 28 days of returning to home, in writing, with all other relevant information. Your letter will be given prompt attention, and we will reply to you within 28 days. If you fail to follow this procedure and deprive us of the opportunity to investigate the matter and, where possible, rectify any problem, we will not be responsible for your complaint.

**FOR NON UK RESIDENTS OR NATIONALS ONLY** - In order to provide medical support on some of our trips, we sometimes engage qualified UK doctors to join an expedition. Each doctor has professional indemnity insurance in place. However, no medical defence insurance currently provides cover for any doctor taking part in such an expedition if sued directly by an individual of Canadian, American, Australian, Bermudan and Hong-Kongese nationality in their home country court of law. For this reason, in order to protect our doctors who provide these professional services, you hereby acknowledge and fully understand that the Doctors which we may provide during the trip to supply medical support to participants are qualified and operate under English Law and English Jurisdiction. You understand and are fully aware that the Doctors' insurance provides that any claims brought in respect of negligent treatment must be brought under English Law and Jurisdiction. The Doctors will not be insured for claims brought in other jurisdictions, including the participants home jurisdiction (if outside of the UK). You hereby acknowledge and understand that any cause of action you wish to make must be brought under English law and English jurisdiction. You therefore guarantee not to bring a claim against any Doctor, other than in accordance with this clause.



This clause in no way seeks to exclude liability for death or personal injury caused by the negligence of PJS, its employees, agents, or suppliers.

**CONDITIONS OF SUPPLIERS** - Independent suppliers provide many of the services in support of implementing and operating your trip. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

**LAW AND JURISDICTION** - You agree that this contract with PJS, as well as any disputes or claims arising out of or in connection with this contract and your trip, are governed by and construed in accordance with the law of England. You further irrevocably agree that the courts of England have exclusive jurisdiction to hear and/or settle any dispute or claim that arises out of or in connection with your agreement with PJS, to the exclusion of all other courts and all other jurisdictions. Notwithstanding, PJS expressly reserves the right, but not the obligation, to assert claims against any participant in such participant's home country or domicile.