

**TERMS AND CONDITIONS OF SERVICE**

|  |  |
| --- | --- |
| 1. | BASIS OF CONTRACT |
|  | 1.1 | Your order for an expedition, whether given over the telephone, by email or in any other form is an offer by you to purchase the expedition in accordance with these conditions. We shall only be deemed to have accepted your order when we send you an Invoice for the expedition, at which point and on which date the contract shall come into existence. |
|  | 1.2 | Any descriptive matter or advertising issued by Complete Expeditions Ltd with respect to our services and expeditions and any related descriptions or illustrations contained on our website, information evening or in our paperwork are provided only to give an approximate idea of the expeditions that we run and do not form part of this contract and each expedition is compiled to take account of specific customer needs including timings, award achievement requirements and group size. |
|  | 1.3 | These conditions apply to the contract to the exclusion of any other terms that the customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. |
|  | 1.4 | If we have provided you with any proposal or quotation, it does not constitute an offer and your booking is only confirmed once the payment is received. |
| 2. | EXPEDITIONS |
|  | 2.1 | Complete Expeditions Ltd shall run the expedition in accordance with the expedition details in all material respects. |
|  | 2.2 | Complete Expeditions Ltd may make changes to the expedition details if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature, quality or timing of the expedition and Complete Expeditions Ltd shall notify the customer if this becomes necessary. |
|  | 2.3 | Complete Expeditions Ltd warrants to the customer that it will manage and run the expedition using reasonable care and skill. In delivering the Expedition use only instructors with appropriate qualifications and experience and will maintain during the term of the contract all licences, permissions and approvals to allow it to run the expedition. |
| 3. | CUSTOMER'S OBLIGATIONS |
|  | 3.1 | The customer shall: |
|  |  | (a) | ensure that the expedition details are complete and accurate. |
|  |  | (b) | co-operate with Complete Expeditions Ltd in all matters and provide any information Complete Expeditions Ltd reasonably requests relating to the expedition. |
|  |  | (c) | advise Complete Expeditions Ltd promptly of any proposed change in the number of participants in the expedition. |
|  |  | (d) | obtain and maintain any permissions required with respect to participants who will be under the age of 18 on the expedition start date.  |
|  |  | (e) | keep any equipment and other property provided by Complete Expeditions Ltd in safe custody at its own risk, in good condition until returned. |
|  | 3.2 | If Complete Expeditions Ltd’s performance of any of its obligations under the contract is prevented or delayed by any act or omission by the customer or failure by the customer to perform any relevant obligation (customer default). |
|  |  | (a) | Complete Expeditions Ltd shall not be liable for any costs or losses sustained or incurred by the customer and/ or any participant arising directly or indirectly from such failure or delay to perform.  |
|  |  | (b) | the Customer shall reimburse Complete Expeditions Ltd on written demand for any costs or losses sustained or incurred by Complete Expeditions Ltd arising directly or indirectly from the Customer Default. |
| 4. | CHARGES AND PAYMENT |
|  | 4.1 | The charges for the expedition are as set out in the relevant Invoice. |
|  | 4.2 | Complete Expeditions Ltd will invoice the customer for the expedition to confirm the booking. Expedition dates are not confirmed until Complete Expeditions Ltd receives payment in accordance with these conditions.  |
|  | 4.3 | Complete Expeditions Ltd may issue the invoice. The customer shall pay the Invoice not later than two months before the expedition start date or, in the case of more complex expeditions, at an earlier date specified by Complete Expeditions Ltd. |
|  | 4.4 | The Customer shall pay each invoice submitted by the Complete Expeditions Ltd in full and in cleared funds to a bank account nominated in writing by Complete Expeditions Ltd and time for payment shall be of the essence in the contract. |
|  | 4.5 | All amounts payable by the customer under the contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT) and the Customer shall pay Complete Expeditions Ltd such additional amounts along with the charges. |
|  | 4.6 | If the customer fails to make a payment due to Complete Expeditions Ltd under the contract by the due date, then, without limiting Complete Expeditions Ltd’s other rights and remedies the customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.  Interest under this clause  will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and Complete Expeditions Ltd may recover all costs, losses, liabilities, fees and expenses (including legal and other professional costs and expenses) suffered, incurred or agreed to be paid by it in recovering the unpaid amount from the customer or otherwise as a result of the failure by the customer make payment in accordance with this contract. |
|  | 4.7 | All amounts due under the contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). |
| 5. | CHANGES AND CANCELLATIONS |
|  | 5.1 | Complete Expeditions Ltd understands that the customer may wish to change the number of participants in an expedition in the time between payment and the expedition start date. If the customer advises Complete Expeditions Ltd pursuant to clause of any change in the number of participants, Complete Expeditions Ltd will use reasonable endeavours to accommodate such changes. The customer acknowledges that the charges are calculated based on a number of factors including the nature of the expedition, number and make up of participants in each expedition (including designated numbers of groups and designated number of participants in each group). As such, changes in the number of participants may result in different per participant charges. Upon receipt of a notification in accordance with clause, Complete Expeditions Ltd will use reasonable endeavours to provide updated charges promptly and will make appropriate adjustments to the invoice, or if the invoice has been paid, issue a credit note or further invoice to reflect any changes. |
|  | 5.2 | Complete Expeditions Ltd organises its business and incurs its costs based on expedition bookings for the year ahead, with many expeditions being booked well in advance. Therefore, if the customer wishes to cancel the booking after it has paid the invoice, it will be entitled to a partial refund as follows: |
|  |  |

|  |  |
| --- | --- |
| Date upon which cancellation in writing received by Complete Expeditions Ltd | % of charges refunded less an administration fee of £20.00 |
| Less than 3 weeks prior to the expedition start date | 0% |
| 6 to 3 weeks prior to the expedition start date | 50% |
| More than 6 weeks prior to the expedition start date | 100% |

 |
|  | 5.3 | Save in the event of Force Majeure in which case clause shall apply, if Complete Expeditions Ltd cancels an expedition because it cannot resource the expedition it will give the customer as much notice as possible and give the customer a full refund. |
| 6. | INTELLECTUAL PROPERTY RIGHTS |
|  | 6.1 | All Intellectual Property Rights in or arising out of or in connection with the expedition (other than Intellectual Property Rights in any materials provided by the customer) are owned by Complete Expeditions Ltd or its licensors. |
|  | 6.2 | Complete Expeditions Ltd grants to the customer, or shall procure the direct grant to the customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the contract to copy materials it provides (excluding materials provided by the customer) for the purpose of planning and facilitating the participation in the expedition by the participants. |
|  | 6.3 | The customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2 |
| 7. | LIMITATION OF LIABILITY |
|  | 7.1 | Complete Expeditions Ltd has obtained insurance cover in respect of its own legal liability with respect to this contract. Business interruption insurance is not available to Complete Expeditions Ltd. The limits and exclusions in this clause reflect the insurance cover Complete Expeditions Ltd has been able to arrange. |
|  | 7.2 | The restrictions on liability in this clause apply to every liability arising under or in connection with the contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. |
|  | 7.3 | Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default. |
|  | 7.4 | Nothing in the contract limits any liability which cannot legally be limited, including liability for: |
|  |  | (a) | death or personal injury caused by negligence; |
|  |  | (b) | fraud or fraudulent misrepresentation; and |
|  |  | (c) | breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). |
|  | 7.5 | Subject to clause, Complete Expeditions Ltd's total liability to the customer in respect of all breaches shall not exceed the charges paid or owing by the customer pursuant to this contract. |
|  | 7.6 | Subject to clause, Complete Expeditions Ltd shall not be liable to the customer for loss of profits, loss of sales or business, loss of agreements or contracts, loss of agreements or contracts, loss of anticipated savings, loss of data or information, loss of or damage to goodwill and indirect or consequential losses. |
|  | 7.7 | Complete Expeditions Ltd has given commitments on the high quality of its expeditions in clause.  In view of these commitments, any terms implied by law concerning quality are excluded from the contract to the fullest extent legally permitted. |
|  | 7.8 | This clause shall survive termination of the contract. |
| 8. | TERMINATION |
|  | 8.1 | Without prejudice to any other right or remedy available to it, Complete Expeditions Ltd may terminate the contract with immediate effect by giving written notice to the customer if the customer fails to pay when it is due any amount under this contract and fails to make such payment within ten business days of being asked in writing to do so by Complete Expeditions Ltd. |
|  | 8.2 | Without prejudice to any other right or remedy available to it, either party may terminate the contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within fourteen business days of being notified in writing to do so. |
|  | 8.3 | On termination of the Contract: |
|  |  | (a) | the customer shall immediately pay to Complete Expeditions Ltd all of outstanding unpaid invoices and interest; |
|  |  | (b) | the customer shall return any Complete Expeditions Ltd Equipment to Complete Expeditions Ltd. Until they have been returned, the customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the contract. |
|  | 8.4 | Termination of the contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination. |
|  | 8.5 | Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination of the contract shall remain in full force and effect. |
| 9. | GENERAL |
|  | 9.1 | **Force majeure.** |
|  |  | (a) | Provided it has complied with the notification requirement in the second sentence of this clause, Complete Expeditions Ltd shall not be in breach of this contract or otherwise liable for any failure or delay in the performance of such obligations if such delay or failure results from an event of Force Majeure. Complete Expeditions Ltd will as soon as reasonably practicable after the start of such an event of Force Majeure notify the customer of the event of Force Majeure and its likely effect on Complete Expeditions Ltd’s ability to perform its obligations under the contract, |
|  |  | (b) | Complete Expeditions Ltd will use reasonable endeavours to mitigate the effect of Force Majeure Event on the performance of its obligations. |
|  |  | (c) | In particular, Complete Expeditions Ltd takes expeditions out in all weathers but very occasionally has to cancel an expedition where it considers that weather would put the health and safety of participants at risk. In such circumstances, Complete Expeditions Ltd will comply with the notification obligations set out in (a) above, which is likely to be within days of the expedition start date at which point Complete Expeditions Ltd has already incurred almost all of its costs associated with running the expedition. Notwithstanding the provisions of clauses (a) and (b) above, if Complete Expeditions Ltd is obliged to cancel the expedition for this reason Complete Expeditions Ltd will use reasonable endeavours to rearrange with the customer the Expedition at a 50% discount. In other circumstances where an expedition has to be cancelled by Complete Expeditions Ltd due to a Force Majeure Event, Complete Expeditions Ltd will act reasonably in considering whether to rearrange the expedition at a reduced rate and/ or (at its option) any refund taking into account the cancellation provisions at clause and costs incurred at the date of the Force Majeure Event. |
|  | 9.2 | Assignment and other dealings. |
|  |  | (a) | Complete Expeditions Ltd may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the contract. |
|  |  | (b) | The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the contract without the prior written consent of Complete Expeditions Ltd. |
|  | 9.3 | Confidentiality. |
|  |  | (a) | Each party undertakes that it shall not at any time during the contract, and for a period of two years after termination of the contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause. |
|  |  | (b) | Each party may disclose the other party's confidential information: |
|  |  |  | (i) | to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the contract.  Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and |
|  |  |  | (ii) | as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. |
|  |  | (c) | Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the contract. |
|  | 9.4 | Entire agreement. |
|  |  | (a) | The contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. |
|  |  | (b) | Each party acknowledges that in entering into the contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract.  Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract. |
|  |  | (c) | Nothing in this clause shall limit or exclude any liability for fraud. |
|  | 9.5 | Variation.  Except as set out in these conditions, no variation of the contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). |
|  | 9.6 | Waiver.  A waiver of any right or remedy under the contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.  A failure or delay by a party to exercise any right or remedy provided under the contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.  No single or partial exercise of any right or remedy provided under the contract or by law shall prevent or restrict the further exercise of that or any other right or remedy. |
|  | 9.7 | Severance.  If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.  If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.  Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract. |
|  | 9.8 | Notices. |
|  |  | (a) | Any notice given to a party under or in connection with the contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or sent by email to the address used for communications between the parties. |
|  |  | (b) | Any notice shall be deemed to have been received: |
|  |  |  | (i) | if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address. |
|  |  |  | (ii) | if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service |
|  |  |  | (iii) | if sent by or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.  In this clause, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. |
|  |  | (c) | This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution. |
|  | 9.9 | Third party rights. |
|  |  | (a) | Unless it expressly states otherwise, the contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract. |
|  |  | (b) | The rights of the parties to rescind or vary the contract are not subject to the consent of any other person. |
|  | 9.10 | Governing law.  The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. |
|  | 9.11 | Jurisdiction.  Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation. |
| 10. | INTERPRETATION |
|  |  | **The following definitions and rules of interpretation apply in these Conditions.** |
|  | 10.1 | Definitions: |
|  |  |  |  | **Business Day** | a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. |
|  |  |  |  | **Invoice** | the invoice for the Charges, as may be adjusted in accordance with clause. |
|  |  |  |  | **Charges** | the charges payable by the Customer for the Expedition set out in the Invoice, and as may be varied in accordance with clause.  |
|  |  |  |  | **Conditions** | these terms and conditions as amended from time to time in accordance with clause. |
|  |  |  |  | **Contract** | the contract between Complete Expeditions Ltd and the Customer for the supply of Services in accordance with these Conditions. |
|  |  |  |  | **Control** | has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly. |
|  |  |  |  | **Customer** | the person or firm who purchases Services from Complete Expeditions Ltd. |
|  |  |  |  | **Customer Default** | has the meaning set out in clause. |
|  |  |  |  | **Force Majeure** | means any circumstance not within Complete Expeditions Ltd’s reasonable control including: |
|  |  |  |  |  | (a) | acts of God, flood, drought, excessively hot or cold weather, gale force winds, storms, earthquake or other natural disasters and extreme weather conditions; |
|  |  |  |  |  | (b) | epidemic or pandemic (including Covid-19); |
|  |  |  |  |  | (c) | terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; |
|  |  |  |  |  | (d) | nuclear, chemical or biological contamination or sonic boom; |
|  |  |  |  |  | (e) | any law or any action taken by a government or public authority, including without limitation travel bans, government requests, imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence (save where the failure to do so is attributable for the party seeking to rely on clause Error: Reference source not found); |
|  |  |  |  |  | (f) | collapse of buildings, fire, explosion or accident; and |
|  |  |  |  |  | (g) | any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); |
|  |  |  |  |  | (h) | non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on clause); and |
|  |  |  |  |  | (I) | interruption or failure of utility service. |
|  |  |  |  | **Intellectual Property Rights** | patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
|  |  |  |  | **Expedition** | the services supplied by Complete Expeditions Ltd to the Customer as set out in the Expedition Details. |
|  |  |  |  | **Expedition Dates** | the dates on which the Expedition will take place as set out in the Deposit Invoice. |
|  |  |  |  | **Expedition Details** | the details of the Expedition provided agreed with the customer, including group size, locations, expedition dates. |
|  |  |  |  | **Expedition Start Date** | the start date of the expedition set out in the Expedition Details. |
|  |  |  |  | **Participants** | the participants in an Expedition as notified by the Customer to Complete Expeditions Ltd in writing. |
|  |  |  |  | **Complete Expeditions Ltd** | Complete Expeditions Ltd, incorporated and registered in England and Wales with company number with its registered offices at 2 Howard Road, Seer Green, Beaconsfield, Buckinghamshire |
|  | 10.2 | Interpretation: |
|  |  | (a) | A reference to a statute or statutory provision is a reference to it as amended or re-enacted.  A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory |