

Booking Conditions

These terms and conditions govern your booking with Earth's Edge Ltd, a company registered in Ireland (company number 435435, Travel agents licence no. T.A. 0711), with its registered offices at Unit C28, Wicklow Enterprise Park, P.O. Box 8, The Murrough, Wicklow. By booking with us, you agree to the terms and conditions outlined below.

In these booking conditions, "You" refers to the person making the booking and includes all individuals on whose behalf a booking is made. "We/Us" refers to Earth's Edge Ltd, the provider of the expedition services.

1. Contract Formation

- 1.1. A contract is formed once you submit the completed booking form, pay the required deposit, and receive written confirmation from us.
- 1.2. The person making the booking ("Primary Passenger") confirms that they have the authority to act on behalf of all travellers listed on the booking. The Primary Passenger is responsible for all payments and communication relating to the booking.
- 1.3. By booking, you confirm that you have read and accepted these Booking Conditions and the general information contained on our website, information pack, and other related documents that you have received from us.
- 1.4. We reserve the right to decline any booking at our discretion.

2. Payment Terms

- 2.1. The most up-to-date pricing for all expeditions is available on our website. Please note that prices may vary depending on the currency used for the booking. The price confirmed at the time of booking is the amount payable, subject to currency exchange fluctuations if applicable.
- 2.2. Before your booking is confirmed and a contract comes into force, we reserve the right to increase or decrease prices without prior notice.
- 2.3. Your booking is confirmed once the required non-refundable deposit is received.
- 2.4. A part-payment of EUR/GBP/USD 1000 is due six months prior to departure.
- 2.5. The remaining balance must be paid 90 days before departure.
- 2.6. Payments can only be made via credit or debit card through the online account area on our website.
- 2.7. Failure to meet payment deadlines may result in cancellation of your booking, and cancellation fees will apply.
- 2.8. For bookings made within 90 days of departure, the full amount is payable at the time of booking and additional fees may apply. Flight arrangements are not included, and you must organise your own travel to join the expedition.
- 2.9. For land-only bookings, we are not responsible for any travel arrangements you make to join the expedition. We accept no liability for changes or cancellations to your expedition or for any missed connections due to delays or other unforeseen circumstances. We advise booking flexible travel arrangements to accommodate potential changes.

3. Changes to Bookings

- 3.1. If you wish to make changes to your booking, including transferring to a different expedition or date, you must notify us in writing.

3.2. All changes and transfers are subject to availability and any price differences. Additional fees may apply.

3.3. Changes requested within 90 days of departure may not be possible. If they can be accommodated, higher fees may apply.

3.4. You may transfer your current booking to a new expedition, subject to availability and additional fees. This is a one-time transfer and subsequent cancellations or transfers will result in retention of the deposit and part-payment.

3.5. You may transfer your booking to another individual in certain circumstances that we deem reasonable. An administration fee of €200 will apply in addition to any charges imposed by suppliers (e.g. airlines, hotels).

4. Cancellations by the Customer

4.1. If you wish to cancel your booking, you must notify us in writing. Cancellation charges are calculated from the day written notification is received.

4.2. Cancellation charges are as follows:

90+ days before departure – Deposit and EUR/GBP/USD 1000 part-payment are non-refundable but transferable once to another new expedition. Subsequent cancellations or transfers will result in retention of the deposit and part-payment. If your deposit and part payment is placed on hold you must use them within 24 months from the date written confirmation of your cancellation is received. After this period, deposits and part payments will be forfeit.

56-89 days before departure – Loss of deposit and EUR/GBP/USD 1000 part-payment.

55-42 days before departure – 40% of the total expedition price retained

41-28 days before departure – 60% of the total expedition price retained

27-14 days before departure – 90% of the total expedition price retained

Less than 14 days before departure – 100% of the total expedition price retained

4.3. If you fail to attend the expedition, no refund will be provided and the full cost of the expedition will be forfeited.

5. Cancellations or Modifications by the Company

5.1. We reserve the right to cancel or modify expedition itineraries, dates, or other details due to insufficient bookings, airline availability, operational requirements, safety considerations, or other factors that impact the safe and effective delivery of the expedition. In such cases, we will notify you as soon as possible.

5.2. In the event of cancellation or a significant* modification, you will be offered a full refund or an alternative expedition of equal value, subject to availability, except in cases of force majeure (see Section 6).

5.3. We are not liable for any additional expenses you may incur as a result of such changes, including flights or accommodation booked separately. We recommend booking flexible arrangements and purchasing travel insurance immediately after booking in case of any changes to the expedition.

**A significant modification is a substantial change to the expedition that materially affects the itinerary such as a change to the primary destination, core activity, or the start or end date by 72 hours or more.*

6. Force Majeure

6.1. Force Majeure refers to events beyond our control, including, but not limited to, natural disasters, adverse weather conditions, pandemics, disease, wars, terrorism, civil unrest, strikes, government actions, IT disruptions and other unforeseen events that may impact travel.

6.2. We are not liable for any cancellations, delays, or changes due to such events.

6.3. If Force Majeure events necessitate changes to the itinerary, any additional costs incurred, such as for alternative accommodation, transportation, or meals, will be your responsibility.

7. Required Information

You must submit the following details via your account on our website no later than 90 days prior to departure. Failure to do so may result in cancellation of your booking, and cancellation fees will apply.

7.1. Travel Insurance

7.1.1. Travel insurance is mandatory for all travellers for the full duration of the expedition. Your policy must provide comprehensive coverage for all of the activities on your itinerary, including medical expenses, personal accident, injury and death, search and rescue (including helicopter evacuation), emergency repatriation, trip cancellation, curtailment, personal liability, and loss or theft of belongings.

7.1.2. You must declare any pre-existing medical conditions to your insurers and obtain written confirmation that these conditions are fully covered on your policy.

7.1.3. Travel insurance should be obtained immediately after booking to cover you for unforeseen circumstances such as illness or injury that may prevent you from participating in your expedition.

7.1.4. You are required to submit the name of your travel insurance company, policy number, policy expiry date and 24 hour emergency contact number for the insurance company.

7.2. Passports, Visas, Vaccinations and Entry Requirements

7.2.1. It is your responsibility to ensure you have a valid passport, visas, vaccinations and any required documentation for the destination.

7.2.2. All travellers must have a passport valid for at least six months after the expedition ends, with a minimum of two blank pages.

7.2.3. Airlines require full names to issue tickets and may refuse boarding if names do not exactly match the passport. It is your responsibility to ensure the names you provide are complete and all details match your passport exactly (no nicknames or abbreviations).

7.2.4. Travellers must obtain tourist/entry visas for the destination, if required. We will supply information to assist you with obtaining a visa via the account area of our website.

7.2.5. We are not liable for any issues arising from incorrect or missing travel documentation.

7.3. Medical Information

7.3.1. It is your responsibility to ensure that you are fit and able to undertake the chosen expedition.

7.3.2. You must disclose any pre-existing medical conditions or disabilities that may affect your ability

to participate in the expedition.

7.3.3. The Medical Declaration Form must be completed and must disclose all relevant medical history or conditions that could impact your participation.

7.3.4. The provided Doctor's Consent Form, signed and stamped by your General Practitioner (GP) or specialist must also be completed as confirmation of your ability for the expedition.

7.3.5. We reserve the right to refuse participation if we believe it may endanger your safety or the safety of others.

8. Age Requirements

8.1. The minimum age for participating in an Earth's Edge expedition is 18 years old.

8.2. Clients aged 16 or 17 may participate if accompanied by a parent or guardian.

8.3. There is no upper age limit for our expeditions.

9. Acceptance of Risk

9.1. You and your personal belongings, including baggage, remain solely your responsibility at all times.

9.2. By booking, you acknowledge and accept that all adventure travel and high altitude trekking involves inherent risks, including but not limited to altitude sickness, personal injury, and adverse weather conditions. You accept full responsibility for any such risks and for any consequences that may arise during the expedition. Your decision to travel is made with a full understanding of these risks.

9.3. We use information from government foreign departments and other reliable sources to assess the safety of each itinerary. However, it is your responsibility to familiarise yourself with all relevant travel information, including health risks and the nature of the expedition.

9.4. You agree to accept the authority and decisions of our employees, expedition leaders and Doctors whilst on expedition. Failure to adhere to these instructions may result in exclusion from certain activities or the entire expedition, with no entitlement to a refund.

9.5. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

10. Participation in Activities

10.1. If you are unable to participate in an included activity, no refunds or discounts will be provided.

10.2. In the event that you leave the expedition for any reason after it has commenced, any costs incurred as a result of your early departure are your responsibility. We are not obliged to provide any refund for unused services.

10.3. If you choose to extend your travel beyond the official expedition itinerary, you acknowledge that you are doing so at your own risk. We are not liable for any injury, loss, damage, or other consequences that occur during this extended period. Our responsibilities end once the official itinerary concludes.

10.4. We cannot be held responsible for any additional travel arrangements, accommodations, or services outside the scope of the official expedition.

11. Client Code of Conduct

11.1. You are expected to behave in a respectful and responsible manner. We reserve the right to remove you from the expedition if your behaviour jeopardises the safety or enjoyment of others.

11.2. If you engage in the use of drugs, excessive drinking, or disruptive behaviour, you will be

removed from the expedition with no entitlement to a refund.

11.3. Our responsibility to you ends upon your removal from the expedition.

11.4. We reserve the right to exclude you from future expeditions as a result of inappropriate behaviour.

12. Our Responsibility

12.1. We will make all reasonable efforts to ensure the services provided are as described in the expedition documentation. However, we reserve the right to make changes due to unforeseen circumstances, including weather conditions, safety concerns, and logistical issues. In the event of significant changes, we will inform you as soon as possible and provide an alternative plan where feasible.

12.2. We are committed to maintaining the highest safety standards during all expeditions. However, you acknowledge and accept the inherent risks involved in adventure travel, as outlined in the Acceptance of Risk section.

12.3. While we take all reasonable steps to ensure that third-party services meet our standards, we are not liable for the actions or omissions of third-party providers such as airlines, hotels, or transport services.

12.4. While we strive for accuracy, we are not liable for any errors or omissions in the information provided.

13. Limitations of Liability

13.1. We take reasonable care to ensure your safety and enjoyment but cannot be held liable for any injury, loss, or damage outside our control.

13.2. Our liability is limited to the price paid for the expedition, excluding any insurance claims. We are not liable for indirect or consequential losses.

14. Complaints Procedure

14.1. If you have a complaint during your expedition, address these to the expedition leader immediately so they can attempt to resolve the issue.

14.2. If your issue remains unresolved, or if it arises before or after your trip, please submit a written complaint within 14 days of your return. We will investigate and respond within 28 days.

15. Consumer Protection

15.1. We are licensed (TA0711) with the Irish Aviation Authority

15.2. These terms and conditions, and any disputes arising from them, are governed by Irish law.

15.3. Any legal action must be brought in the courts of Ireland.

16. Data Protection

16.1. We are committed to protecting your privacy. Your personal information will be handled in accordance with our [Privacy Policy](#) and the General Data Protection Regulation (GDPR).

16.2. By booking, you consent to the use of your personal information for the purpose of processing your expedition and providing you with necessary services. You may request access to your personal data at any time.

17. Photo and Video Consent



17.1 By booking, you consent to the use of photos and videos taken during the expedition for marketing and promotional purposes, unless you object in writing.

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Earth's Edge Ltd.