

TERMS & CONDITIONS

1. Contract

Your contract is with Nomad Events Ltd (hereinafter referred to as “Nomad Events” or “we” or “us”).

2. Confirmation

You will be emailed Nomad Events Terms and Conditions with your deposit invoice. By paying this invoice you are accepting Nomad Events Terms and Conditions and your booking will be confirmed.

3. Tent Hire

Guidelines for use of Tents (found inside tipi door on arrival) will be adhered to by all.

Tents will be left clean, tidy and in the same state as at start of hire. Rubbish must be removed on departure. A cleaning charge of £50 will be taken if cleaning or rubbish disposal is required.

Any damage will result in repair or replacement paid for in full by the hirer. Lost business may also be incurred if tipi is rendered unusable until replacement acquired up to the value of £3000.

3. Payment

Prices are quoted in UK Pounds Sterling. Full Payment of final balance must be made within 14 days of invoice Issue Date or 14 days of the event, whichever comes first. If You do not pay by the due date we reserve the right to cancel your booking and retain your deposit.

4. Deposit

A Deposit is required to confirm your booking. The Deposit is also held by Nomad Events as a damage/cleaning bond until after the event. We reserve the right to deduct any costs arising from excessive cleaning or damage to Nomad Events equipment from this Deposit up to 7 days after the event.

5. Participant Information and Criteria

For each and every individual participant covered by this contract, You must notify Nomad Events of details of any health conditions, medications or allergies that may affect their well-being during the event.

Participants must be sober for safe participation in outdoor activities. We, and our subcontractors, reserve the right to refuse participation to anyone deemed unfit to participate safely due to alcohol or any other reason.

5. Changes by You

- (a) We will endeavour to meet any alterations to your booking that You request, however these are subject to availability, changes in price, additional charges, and cannot be guaranteed.
- (b) If changes You request result in additional charges You will be responsible for this extra cost.
- (c) We will not refund You for any changes within 21 days of the event start date.

6. Cancellation by You

Should you unfortunately need to cancel you must notify us in writing.

- (a) In all cases your deposit will be retained.
- (b) If you cancel more than 21 days before event start date, we will refund as much as possible at our discretion.
- (c) If you cancel within 21 days of the event start date you will be liable to pay 100% of the total booking cost.

7. Changes by Us

We will do our utmost to deliver our services in accordance with what we have confirmed with you, but reserve the right to make unavoidable alternations or cancellation to facilities, services or prices after confirmation if necessary for whatever reason. We will advise you of any alterations as soon as possible. If it is a major change, which significantly alters the nature of your experience you will have the choice of accepting the change, or accepting a refund of all sums as yet unpaid by us to our suppliers and sub-contractors. Your insurance policy, however, must cover the remainder.

We will not refund any incidental expenses you may have incurred as a result of cancellation.

8. Risk

Any information provided by Nomad Events on such matters as climate, weather, environmental conditions, clothing, baggage, accommodation, food, transport and special equipment is given in good faith but without responsibility on the part of us. It is a fundamental condition of this contract that you accept the hazards involved when undertaking outdoor activities and you accept that in visiting remote and mountainous regions and areas whose access is subject to weather, tides, and sea or terrain conditions, that there must be an element of flexibility. You must acknowledge that delays and alterations and their results, such as inconvenience and discomfort, are possible where unforeseen circumstances arise. Participants undertaking outdoor activities as part of this agreement must have a level of fitness commensurate with the services specified, and you are responsible for participants bringing the appropriate equipment, details of which will be sent to you in advance.

If, in the opinion of the Nomad Events, or sub-contractor, instructor or staff member, the health, fitness, psychological condition, behaviour or equipment of a participant may compromise the safe provision of the outdoor activities specified as part of this contract, or in the event that that participant's behaviour is considered unacceptably disruptive to the prejudice of other members of the group, we reserve the right to cancel or terminate your contract. In these circumstances you will not be entitled neither to a refund nor compensation.

The instructions, guidance, advice and recommendations offered by Nomad Events staff must be respected and followed where appropriate. It is at the participant's own risk that they do not follow this guidance if they believe, under exceptional circumstance, that the advice given is circumspect or solicitous.

9. Travel Insurance

To undertake outdoor activities outside the United Kingdom as part of this agreement each participant must be covered by adequate insurance for the duration and type of activity undertaken. The insurance must include cover for cancellation and curtailment, medical and emergency expenses (including evacuation by helicopter), personal accident, injury and death. In the event of emergency medical rescue and/or evacuation during an event, by whatever means, the responsibility of such costs will be borne by the client. It is therefore essential that adequate cover is in place. Nomad Events can provide details of suitable policy providers. Failure to disclose pre-existing medical conditions may render policies invalid.

10. Medical Conditions

If a participant suffers from a medical condition that may affect their, or other people's, safety or enjoyment of an outdoor activity, you must advise Nomad Events at the time of booking. If a participant leaves any part of an event, undertakes independent activities during the event, or acts contrary to the safety advice and instruction given by the event leader, we are not responsible or liable for their actions or their safety. Participants may also be asked to leave the event if their actions compromise their own safety, or that of other members of the group or the event leader.

Any participant under the influence or recent influence of alcohol or any form of narcotic substance, legal or otherwise, may be dismissed from the group at the discretion of the event leader. Nomad Events take no responsibility for the safety of a person dismissed from the event for this reason, or for relocating them after dismissal.

Should it turn out before, during or after an event that a participant is not able to take part for health or technical reasons the participant is not entitled to any claim for reimbursement and will be held liable for any damages arising.

11. Complaints

If you have a complaint about the provision of the services provided by Nomad Events, you should make it known to the a staff member at the earliest opportunity, thereby giving us the opportunity to put things right for you immediately. If the matter cannot be resolved to your satisfaction, please contact us within 7 days of the end date of your event and we shall endeavour to provide a prompt resolution.

12. Force Majeure

Nomad Events will accept liability for the negligence of its employees causing direct physical injury to participants only to the extent that it is obliged under English law. We cannot be held responsible for any mishap to participants or a participant's property, and in particular for the consequences of flight cancellations, vehicle accidents, strikes, natural disasters, sickness, Government or customs or police intervention or other such happenings amounting to force majeure.

13. Liability

Nomad Events and its employees are covered by UK public liability insurance. By signing this agreement you acknowledge that Nomad Events has taken all reasonable steps to safeguard its liability in this respect. Nomad Events shall not be liable for any damages caused by the total or partial failure to supply these services if such failure is:

- a. attributable to anyone other than the event leader(s);
- b. unforeseeable or unavoidable and attributed to a third party unconnected to Nomad Events;
- c. result of unusual or unforeseeable circumstances, reasonably beyond the control of Nomad Events;
- d. a result of an event which Nomad Events or any of its agents, even with all due care, could not fore see.

Where Nomad Events are found to be liable for damages in respect of its failure to supply the contract, the maximum amount of such damages, compensation and loss of enjoyment will normally be limited to the contract fee. Where the damage relates to damage caused by the provision of road, rail, river or sea transport, or hotel accommodation, any compensation payable will be limited by the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation). All air transport is undertaken entirely at your own risk. Any independent arrangements that you make which are not part of the specified services are entirely at your own risk.

14. Data Protection

We will provide your personal information, as well as personal information you provide in relation to others in your party to our staff and service providers, who might be located outside the UK and/or EU, to enable the operation of the services required by you. If you make special requests, which include, but are not limited to, special dietary, religious, or disability related requirements which constitute sensitive information, the relevant data will also be passed to the relevant staff or service provider to enable provision of the services requested by you.

15. Governing Law This contract shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts