



OUTPOSTS LTD TERMS AND CONDITIONS – 2009 (Effective from 1 November 2008)

1. MAKING YOUR BOOKING

1.1 Before completing the booking form clients are to confirm that there is availability on the expedition / activity / programme / holiday (hereinafter referred to as "the activity") of their choice.

Client should then complete the booking form and forward it with a non-refundable deposit of 25% of the total cost of the activity, not including the cost of flights (where applicable) by cheque made payable to "Outposts Ltd."

1.2 If clients make their booking within 10 weeks of the departure date Outposts Ltd will require full payment at the time of the booking as a pre-requisite of the booking being accepted.

In the case of UK School Progressive Programmes or Duke of Edinburgh Award bookings, payments are to be made by the beginning of the term in which the activity programme takes place.

1.3 Upon receipt of a completed booking form and deposit in cleared funds, Outposts Ltd will confirm the booking and send the client(s) further information relevant to the activity booked. These terms and conditions, together with the booking form and any other information that Outposts Ltd has supplied to the client (s) forms the contract between the client(s) and Outposts Ltd (the "Agreement").

1.4 Where the intended participant(s) of the activity are minors, then the booking form must be countersigned by a parent or guardian, who, for the avoidance of doubt, agrees to be responsible for the full cost of the activity (including the deposit) of the activity.

2. PAYMENT

2.1 Outposts Ltd does not accept payment by any credit or debit card.

It accepts:

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| 2.1.1 | cheques drawn on an UK bank; |
| 2.1.2 | direct bank transfer in to an account specified by Outposts Ltd; or |
| 2.1.3 | a banker's draft. |

3. COSTS

3.1 Unless otherwise indicated, the price for the activity includes the costs of road travel within the destination countries, catering, non-alcoholic drinks, accommodation, tips and park fees. Except where stated, the cost of insurance (see below), alcoholic drinks, return economy airfare and airport taxes, if relevant, are not included.

4. INSURANCE

4.1 Outposts Ltd requires all clients to obtain comprehensive travel, accident, personal liability and health insurance as a condition of booking an activity. Clients may make their own arrangements through their own insurers or details of insurers can be provided by Outposts Ltd to clients on request however Outposts Ltd accepts no liability whatsoever for providing such details.

4.2 If required to do so, clients must enter on the booking form the details of their insurance policy. Failure to provide these details will result in their booking not being accepted by Outposts Ltd.

4.3 In the case of shooting expeditions, and as a condition of booking, clients must obtain the necessary personal liability cover, ensuring that it is valid in the destination country.

5. TERMS OF PAYMENT

5.1 Outposts Ltd will send clients a final invoice 10 weeks before commencement of the activity and this will also show any surcharge due.

5.2 Clients must pay the invoice within 10 days of the invoice date, otherwise Outposts Ltd reserves the right to:

- 5.2.1 charge interests on any amounts overdue at the rate of 4% per annum over Lloyds TSB Bank base rate from time to time until payment is made; and/or
- 5.2.2 (without prejudice to clause 10) treat the booking as cancelled.

5.3 The rights of Outposts Ltd under this clause are cumulative and not alternative and any waiver by Outposts Ltd of any of its rights shall be without prejudice to any other rights of Outposts Ltd under the Agreement.

6. TRAVEL, ACCOMMODATION AND OTHER PROVIDERS

6.1 Outposts Ltd acts only as agent for the owners of accommodation and services provided in any activity, for all the carriers by air or otherwise and for road transport proprietors, and all bookings must be accepted subject to the ticket or transport conditions and regulations of the carriers or transport proprietors, and also subject to the laws of the country in which such carriage or other facility is required.

6.2 Outposts Ltd does not accept responsibility for any extra costs resulting from travel delays outside of its reasonable control.

7. PASSPORTS, VISAS, VACCINATIONS & HEALTH

7.1 All activity participants or if under 18, their parent/guardian, are personally responsible for ensuring that they have a valid passport, visa and vaccinations as appropriate, and conform to the health regulations required by the destination countries. Outposts Ltd can provide a service to obtain / renew passports and visas and can provide relevant information regarding health requirements. Passport and

visa fees are not included in Outposts Ltd's charges. Outposts Ltd should be notified at the time of booking if any participant has a medical condition, allergy or disability that may affect their involvement in the designated activity.

7.2 While Outposts Ltd will try to cater for any requirements, it cannot guarantee that it will be able to do so for those with special needs or serious medical conditions.

7.2 In the case of shooting expeditions or other activities which require clients to hold licences or permits (including without limit shotgun licences), clients shall be solely responsible for obtaining these unless expressly agreed to the contrary by Outposts Ltd in writing.

8. SURCHARGES

8.1 Outposts Ltd's prices are based on tariffs, exchange rates and other costs as at the date of the quotation.

8.2 Outposts Ltd reserves the right to increase the price of the activity to the extent that:

- 8.2.1 Relevant currency exchange rates alter more than 2% (as given by a UK high street bank of Outposts Ltd's choice).
- 8.2.2 A government or official authority levies or increases a tax, or
- 8.2.3 Transportation costs increase (in each case between the date of confirmation of a client's booking form and the date of departure).
- 8.2.4 In respect of any compulsory taxes which may be imposed and which are outside Outposts Ltd's control, Outposts Ltd guarantee that the price of the activity will not be subject to any surcharge once the client has made the final payment for the activity.

9. CANCELLATION BY YOU

9.1 A client or any participant may cancel the activity at any time providing that the person who signed the booking form makes the cancellation and it is communicated in writing to Outposts Ltd (by recorded delivery post) and preceded by a fax or phone call if within 2 weeks of departure.

9.2 The following cancellation charges will apply, the days in question being calculated from the date on which Outposts Ltd receives a client's written cancellation notice by post.

9.2.1 Days before activity departure that notice is (see above) received:

- More than 112 days - 40% of total cost of activity;
- 112 - 56 days - 60% of total cost of activity;
- Less than 56 days before departure / delivery of activity - 100% of total cost of activity.

9.2.2 Outposts Ltd may resell cancelled bookings for which full payment has been received at a discount. If this is the case Outposts Ltd will refund the amount for which the booking is resold less costs of administration.

9.2.3 Cancellations: The above charges cover cancellation charges to suppliers such as hotels, ferry companies and Outposts Ltd's own administration charges.

10. TERMINATION

10.1 Either party shall have the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that:

- 10.1.1 The other party has committed a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in advance of the activity;
- 10.1.2 The other party has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of being required by written notice to do so.

11. BROCHURE / WEBSITE ACCURACY

11.1 All information given in Outposts Ltd's brochures/websites/quotations are to Outposts Ltd's knowledge and belief, correct at the time of going to press. However, services and facilities may change; wherever possible Outposts Ltd will advise clients/participants of such changes prior to departure.

12. ALTERATIONS TO OR CANCELLATION OF ACTIVITIES

12.1 Activities are costed on a minimum number of passengers travelling together / participating. Substitution of one participant for another may be possible subject to an administration charge as determined at Outposts Ltd's discretion. However, if this minimum number is not reached Outposts Ltd will, at its discretion, either cancel the activity or offer a refund in full, or, subject to the client's agreement, Outposts Ltd will operate the activity with the necessary supplement to be paid by the client. Outposts Ltd may be able to make alterations to the booking at a client's request but Outposts Ltd cannot guarantee this. Outposts Ltd cannot make any alterations within 10 weeks of departure.

12.2 Outposts Ltd will use all reasonable endeavours to provide the activity arrangements that have been confirmed, but Outposts Ltd reserves the right to modify or cancel any activity, flight schedule, accommodation or arrangement or to make alterations to activity details even after the confirmation of bookings. In such circumstances, Outposts Ltd will inform clients as soon as possible and, should the change be such, that it alters the nature of the activity, Outposts Ltd

will give clients the choice of an alternative activity or a full refund of all money paid.

11.3 Outposts Ltd will not cancel any activity for reason of political tension or natural disaster unless specifically recommended to do so by the Foreign Office or unless the circumstances fall within the scope of Force Majeure - see clause 15 below.

13. ACCOMODATION AND MEALS

13.1 Accommodation will be as detailed in the activity brochure or quotation..

13.1 Any special dietary requirements must be notified to Outposts Ltd at the time of booking. Whilst every effort will be made to meet such requests, they cannot be guaranteed.

14. LIMITATION OF LIABILITY

14.1 Under no circumstances shall Outposts Ltd be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the client or any participant including loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

14.2 Outpost Ltd's maximum aggregate liability in contract, tort or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of Outpost Ltd's obligations under this Agreement in respect of any one or more incidents during its application shall be limited to a sum equal to the price paid by the client for the activity. For the avoidance of doubt, nothing shall limit the liability for death or personal injury arising out of the negligence of Outposts Ltd or one of its officers.

14.3 Outposts Ltd shall have no responsibility or liability for any loss of or damage to the property and effects brought on any activity by a client.

14.4 The client undertakes and agrees that it will irrevocably indemnify and hold Outposts Ltd, its officers, employees agents and sub-contractors harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach of the representations, warranties or undertakings contained herein or arising from the acts or admissions of the participants.

14.5 Without prejudice to clause 14.4, the client undertakes and agrees that it will irrevocably indemnify Outposts Ltd in respect of any damage accidentally, intentionally or negligently caused by a client to any property belonging to or in the control of Outposts Ltd. In the event that such damage does occur the client shall, within 7 days of Outpost Ltd's letter outlining the damage to be remedied, ensure payment of any costs arising.

15. FORCE MAJEURE

15.1 If Outposts Ltd is unable to perform any of its obligations under this Agreement by reason of any circumstance, cause or event outside of its control including any governmental restrictions, adverse weather, riot, commotion, acts of God, industrial action, breakdown of plant or any failure of gas, water services, electricity etc., Outposts Ltd shall be entitled to be relieved of its obligations hereunder to the extent to which performance of the obligations is prevented, frustrated or suspended. In such circumstances non-performance, part-performance or delay in performance of the obligations of Outposts Ltd hereunder shall not entitle the client to claim damages of any kind whatsoever whether direct, indirect or consequential.

16. CONDUCT OF PARTICIPANTS

16.1 Where participants are minors, it is the responsibility of any parent guardian or other person acting in 'loco parentis' for that participant to advise Outposts Ltd in advance of any disabilities or any social or behavioural problems that the participant currently has, or has recently experienced, which might affect them or other guests during the activity.

16.2 All participants are required to observe high standards of conduct and parents of unaccompanied minors will be asked to complete an in loco parentis' form prior to departure.

16.3 Outposts Ltd reserves the right to not accept or send home any participant, at the client's own cost, who in the sole opinion of the activity course leader is not fit to participate in the activity or whose behaviour at any time is deemed unacceptable by Outposts Ltd.

16.4 The importation of recreational drugs into certain destination countries is treated very seriously and imprisonment is likely when caught.

16.5 Outposts Ltd reserve the right to terminate the participation in the activity of any person causing damage or offence and will not be obliged to cover any additional expense or to offer compensation in such circumstances.

17. CONSUMER PROTECTION

17.1 Outposts Ltd does not offer activities where flights are included. Clients are responsible for making their own flight arrangements; however Outposts Ltd will provide guidance as to a choice of Travel Agents who are ATOL bonded.

17.2 Clients should be aware that all monies paid in advance as deposits or final payments will be held in Outposts Ltd Client Trust Account. This is in accordance



with The Statutory Instruments 1992 No: 3288 Consumer Protection, The Package Travel, Package Holidays and Package Tours Regulations 1992 and endorsed by the Taunton Department of Trading Standards. These payments will only be transferred from the Outposts Ltd Client Trust Account on successful completion of the holiday / expedition or activities.

18. COMPLAINTS

18.1 Outposts Ltd will always endeavour to resolve any complaints at the relevant time, however if the matter cannot be resolved clients should write to Michael Kingscote, Managing Director, within 14 days of the end of the activity . Outposts Ltd will endeavour to resolve the problem as promptly as possible. In the unlikely event that the problem is not amicably resolved the case will be referred to arbitration within the Arbitration Acts 1950 to 1996 or any statutory re-enactment of the same.

19. GENERAL

19.1 All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

19.2 Each party will do all things necessary including executing all documents necessary to give effect to the intention of the parties in relation to this Agreement.

19.3 Should any term of this Agreement be considered void or voidable under any applicable law, then such terms shall be severed or amended in such a manner as to render the remainder of this Agreement valid and enforceable, unless the whole commercial object is thereby frustrated.

19.4 Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.

19.5 This Agreement shall be governed by English law and shall be subject to the non exclusive jurisdiction of the English courts.

19.6 These Terms and Conditions become effective for all bookings made on or after 1 November 2008.