



Have you ever suffered from any form of psychiatric illness / eating disorder?

No/Yes (if yes, please detail in the space below)

Do you have any objection to any form of treatment e.g. immunisation or blood transfusion?

No/Yes

Do you have any dietary requirements e.g. vegetarian, kosher?

No/Yes (if yes, please detail in the space below)

Are you able to swim 50 metres, unaided, fully clothed?

No/Yes

Section 3

Please set out, on a separate sheet if necessary, any other matter, ailments, medical conditions or circumstances that are not covered by the above questions which may be relevant in helping Farscape Development ensure your safety bearing in mind that Farscape Development has to draw up the plans and organise the logistics for this expedition.

Such information can have an effect on these logistics, other expedition delegates and the expedition as a whole if additional measures required have not been catered for or protected against before the departure of the expedition.

In order to obtain insurance for you during the expedition, Farscape Development will have to pass the information you have provided in Section 2 and 3 to its insurers and medical advisors. Please sign below to agree to your details being used in this way. Unless we have your agreement to collect and use your data, Farscape Development cannot process your application. Farscape Development will not use this information other than for the reasons set out above and shall not forward this information to any other third parties without first obtaining your consent.

Section 4

Declaration by Applicant

“To my knowledge the details on this form are true and accurate. I have read, understood and accept the Booking Conditions which have been supplied to me and I apply for a place on this expedition”

Signed:

Date:

This form should be returned, with your non-refundable deposit of £500, to Farscape Development Limited at the address below. Cheques should be made payable to Farscape Development Limited.



Farscape Development Limited Booking Conditions

1. INTERPRETATION

- 1.1 "FD" means Farscape Development Limited, registered number 5015961, registered office address at Number 9 Almorah Road, Victoria Park, Bristol, BS3 4QQ.
- 1.2 "Company" means FD.
- 1.3 "Delegate" means the person who is participating in a FD Expedition.
- 1.4 "Departure Date" means the date on which the Delegate departs from the UK at the start of the Expedition.
- 1.5 "Major Change" means a change of the UK departure airport; a significant change in the itinerary, destination or the length of the Expedition; or a change in the scheduled time of departure or return by more than 12 hours.
- 1.6 "Force Majeure" means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) events such as war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion at airports, terrorist activity (threatened or actual), natural or nuclear disaster, outbreak of disease or imposition of quarantine, fire and adverse weather conditions.
- 1.7 "Expedition" means the expedition and includes any substitute expedition offered under clause 6.3.
- 1.8 "Consolidation" refers to the fact that each Expedition is dependent on a minimum number of persons participating. The minimum number varies and depends on the destination and itinerary and time of the Departure Date.

2. ACCEPTANCE

- 2.1 FD's receipt of a Booking Form from the Delegate (for a place on an Expedition) and the payment of the first instalment (see clause 5), resulting in written confirmation from FD accepting the Delegate's place, gives rise to a contract between the Delegate and FD (the "Contract"). Delegates should be aware that this contract will be subject to medical conditions as set out in clause 9.
- 2.2 FD intends the terms set out in these Booking Conditions (the "Conditions") to be included in the Contract. FD urges the Delegate to read these Conditions carefully and inform FD at the earliest opportunity at the address below if the Delegate does not understand or agree with anything in the Conditions.

3. EXPEDITION

- 3.1 FD will organise the travel arrangements in relation to the Expedition and will provide a leader or leaders as appropriate ("the Expedition Leader(s)") to assist the Delegate and the Delegate's colleagues during the Expedition.

4. PRICE

- 4.1 The price of the Expedition (as quoted in the acceptance letter) covers the cost of planning, organising and carrying out the Expedition and where specified a briefing session for all Delegates.
- 4.2 The price includes the cost of all specialist group equipment, insurance, supplies, administration and travel (between the point of departure from the United Kingdom and the destination country, and within and between countries during the Expedition), except the following, for which the Delegate is responsible:
- 4.2.1 costs of travel to the UK departure point and to any associated training courses if applicable,
- 4.2.2 the Delegate's own prescribed medical requirements and personal equipment, clothing and insurance outside that which is covered by Campbell Irvine and arranged by FD (details available on request),
- 4.2.3 costs of inoculations,
- 4.2.4 costs of any restaurant meals outside the main phases of the Expedition and all alcohol throughout the Expedition,
- 4.2.5 any spending money, tips for Sherpas or optional extras, which are not included in the trip price or itinerary and do not form part of the Contract,
- 4.2.6 visas where necessary.
- 4.3 FD may increase or decrease the price at any time up to thirty (30) days before departure where there has been a change in transportation costs or any government changes or introduces

a tax, duty or levy which directly affects transport costs incurred by FD on behalf of the Delegate, including disembarkation and airport fees. FD will bear the burden of the first two per cent of any change in price. Changes in excess of two per cent may be charged or credited to the Delegate. If the price is varied then the Delegate will have the rights set out in clause 6.3.

5. PAYMENT

- 5.1 The Delegates will pay the price to FD by instalments and the following clauses 5.1.1 to 5.1.3 shall apply;
- 5.1.1 the first non-refundable instalment of £500 is payable at the time of application for a place on the Expedition and is accepted as part payment of the expedition (there is a 14 day 'cooling off' period from the date on FD's offer letter that allows the Delegate to withdraw their application for the Expedition and obtain a full refund);
- 5.1.2 the second instalment of 35% of the outstanding balance becomes due 180 (180) days before the Departure Date or upon FD offering the Delegate a place on an Expedition, whichever is the later (in the case of the latter, the first instalment shall also then be due). Non-payment of the 2nd instalment will be treated as cancellation of the booking and the 1st instalment will be forfeit.
- 5.1.3 the balance is due no later than sixty (60) days before the Departure Date or upon FD offering the Delegate a place on an Expedition, whichever is the later (in the case of the latter, the first instalment shall also then be due). Non-payment of balance will be treated as cancellation of the booking and the 1st and 2nd instalment (in line with table 6.1) will be forfeit.
- 5.2 Failure to pay any payment on the due date will entitle FD to charge interest at an annual rate of two per cent (2%) above the Bank of England base rate, calculated on a daily basis on the amount outstanding and to recover from the Delegate any costs or expenses incurred by FD as a result of late payment.
- 5.3 FD reserves the right to withdraw a Delegate from an Expedition if any part of the total price is outstanding less than 60 days before the Departure Date. In this event, the Delegate shall be entitled to a refund in accordance with the table set out in clause 6.1 below. If in such a situation the amount actually paid to FD by the Delegate falls short of the refund due to the Delegate then FD will be entitled to recover such shortfall from the Delegate.

6. CANCELLATION, ALTERATION AND REFUNDS

- 6.1 FD starts to incur costs from the moment the Delegate's booking is made. If the Delegate withdraws from the Expedition or cancels the Contract due to events which are the fault or wilful decision of the Delegate (including, where the Expedition team is a company party, the Delegate's withdrawal from the Expedition by his or her company), or for any other reason whether beyond the reasonable control of the Delegate or otherwise, then the Delegate must pay FD a charge to compensate any expense or losses incurred by FD as a result of the withdrawal or cancellation. FD shall take all reasonable steps to keep such costs and losses to a minimum. Notice of cancellation or withdrawal must be made in writing (Recorded Delivery is advisable) to FD and signed by the same person that signed the Booking Form. Cancellation will come into effect on the day it is received by FD and charges will therefore be calculated from this day. The closer the Delegate's withdrawal or cancellation to the Departure Date, the more costs FD will have incurred and the lower the likelihood of finding a suitable person to replace the Delegate. The amounts the Delegate will be entitled to receive by way of refund will be calculated using the table set out below and FD will notify the Delegate of the amount following receipt of cancellation or withdrawal notice. Any refund made to the Delegate will not include insurance premiums and any other amendment charge previously incurred. In certain circumstances the airline or other carrier will also apply cancellation charges, which must be paid by the Delegate. Details of these will be provided to the Delegate where applicable. Delegates are therefore advised to insure themselves accordingly.



Time before Departure Date written notice of withdrawal received in accordance with Clause 6.1	% of total Expedition price payable by the Delegate
Less than 14 days	100%
Less than 28 days	95%
Between 29 and 84 days	75%
Between 85 and 140 days	35%
Between 141 and 196 days	25%
197 days or more	1 st Instalment Forfeit

- 6.2 From time to time it may be necessary to make changes to, or to cancel the Expedition after FD has accepted the Delegate's booking, whether for reasons of safety, due to Force Majeure or otherwise, and FD reserves the right to do so. Most of these changes will be minor and FD will notify these to the Delegate as soon as reasonably practicable before the Departure Date. Occasionally it may be necessary to make a Major Change (as defined in clause 1.5 above). If the changes to the Expedition amount to a Major Change then the Delegate must notify FD as soon as possible whether they wish to accept the change or cancel the Contract and will have the rights set out in clause 6.3.
- 6.3 Where FD has to cancel the Contract for any reason other than the Delegate's fault, or where the Delegate elects to cancel the Contract rather than accept a Major Change, the Delegate is entitled to:
- 6.3.1 a substitute Expedition of at least equivalent value (subject to availability); or
- 6.3.2 a substitute Expedition of lower value (subject to availability) and a refund of the difference in price between the original and the substitute Expedition; or
- 6.3.3 a refund of the sums paid under the Contract in accordance with the table in clause 6.1.
- 6.4 If the Delegate accepts a Major Change, or if the Contract has been cancelled other than by reason of the Delegate's fault, then in addition to any refund, FD will pay minimum compensation in accordance with the table below. No compensation will be payable if the change or cancellation is due to Force Majeure.
- 6.5 FD reserves that right to alter routes, schedules, itineraries, amenities and mode of transport, without prior notice, during the period of the Expedition, due to circumstances or events which affect the stated intentions of the Expedition. These influences may include, but are not limited to, sickness, mechanical breakdown, events emanating from political disputes, acts of terrorism (threatened or actual), border entry difficulties, adverse weather conditions, earthquakes and other unpredictable or unforeseeable circumstances.
- | Period before Departure Date that notice is given by FD | Compensation per Delegate |
|---|---------------------------|
| Less than 15 days | £30 |
| Less than one month | £20 |
| Less than two months | £10 |
| More than two months | £0 |
- 6.6 No credit or refund is possible for any unused services included in the Expedition or for any lost, mislaid or destroyed travel documents, or for departing the Expedition early or before it reaches its final destination.
- 6.7 If the Delegate wants to transfer from one Expedition to another, they must inform the Company in writing (registered post is recommended) together with a completed, signed Booking Form (and an increased 1st Instalment if necessary) for the Expedition to which the Delegate wishes to transfer. If the Company receives written notification 112 days or more before the Departure Date of the original Expedition, an administration charge of £50 per person will be made, plus any other non-recoverable charges or expenses. If the Company receives written notification less than 112 days before the Departure Date, all transfers will be treated as cancellations and subject to the scale of cancellation charges shown in clause 6.1. If the Delegate subsequently cancels the new Expedition, cancellation charges will be calculated on which ever Expedition is of greater value.
- 6.8 The Delegate may only give, sell or in any other way transfer their place to another person under the following circumstances;

- 6.8.1 because of personal illness or serious illness of next of kin, Jury Service, redundancy or unavoidable work or personal commitments,
- 6.8.2 the Company receives documentary evidence of such reasons, a £50 administration charge plus any other non-recoverable charges or expenses, and a completed and signed Booking Form from the transferee at least 28 days before the Departure Date.
- 6.9 Transfers between the Delegate and anybody else may not be made less than 28 days before the Departure Date.
- 6.10 Any amendment (other than cancellation or transfers) that is made to the booking (including flights and insurance) will incur an amendment fee in accordance with the charges made by suppliers (and a minimum of £35).
7. EXCLUSION AND WITHDRAWAL
- 7.1 Whilst an Expedition is in progress, all decisions shall be made by FD (or the Expedition Leader on FD's behalf). The Delegate shall act in accordance with all FD's and the Expedition Leader's reasonable instructions.
- 7.2 FD or the Expedition Leader may withdraw the Delegate from the Expedition at any time (including during the Expedition itself) if FD or the Expedition Leader is of the opinion that the Delegate is likely to prejudice the good order, discipline or safety of the Expedition, including as a result of the Delegate breaking any law or regulation of any country where the Expedition takes place, PROVIDED that FD exercises its discretion reasonably in this regard. The Delegate shall pay to FD any costs, losses or expenses which FD incurs or suffers as a result of the Delegate's behaviour described in this clause 7.2. In such an event, FD shall have no liability to the Delegate and will not be responsible for paying any compensation or meeting any costs or expenses that the Delegate incurs as a result.
- 7.3 Where it is necessary for a Delegate to be withdrawn due to a medical reason, this shall be covered by the Delegate's insurance unless:
- 7.3.1 caused by a risk specifically excluded under the insurance;
- 7.3.2 the medical complaint has been wilfully withheld from FD and has resulted in the Delegate jeopardising the safety of the Expedition and requiring repatriation; or
- 7.3.3 FD's Insurers have stated that a declared pre-existing medical complaint is no longer covered by Insurance.
8. LIABILITY
- 8.1 FD shall not be liable for any losses related to any business of the Delegate (such as lost profits).
- 8.2 FD accepts responsibility for any death, bodily injury or illness caused to the Delegate as a result of the proven negligent acts and/or omissions of its employees. Where appropriate FD will hold contracts with agents, suppliers and sub-contractors and their servants and/or agents to ensure that they, and not FD, take responsibility for any death, bodily injury or illness caused to the Delegate as a result of the proven negligent acts of their own employees, agents and suppliers. Where a contract such as this is not possible, FD accepts responsibility for any death, bodily injury or illness caused to the Delegate as a result of the proven negligent acts and/or omissions of its agents, suppliers and sub-contractors and their servants and/or agents while acting within the scope of, or in the course of their employment. FD also accepts responsibility for any damage caused to the Delegate as a result of any failure to perform, or improper performance of the services FD have agreed to provide the Delegate under this Contract, except where the act or omission causing the damage is not FD's fault or that of its suppliers (as stated in this clause 8.2) because;
- 8.2.1 such failure is attributable to the Delegate or another member of the Expedition team;
- 8.2.2 such failure is attributable to a third party unconnected with the provision of the services to be provided to the Delegate and is unforeseeable or unavoidable;
- 8.2.3 such failure is due to Force Majeure; or
- 8.2.4 of an event which could not be foreseen or prevented even with all due care.
- 8.3 Carriers (the providers of transport used by FD) impose their own conditions of carriage, which together with the provisions of certain international conventions, shall form part of this Contract and generally limit the liability of carriers. A copy of the conventions and conditions of carriage applicable to the Delegate's Expedition is available on request from FD.



- 8.4 Please note that when the Delegates book excursions or other services locally they contract with the local company providing that excursion or service and not with FD. FD have no legal liability for anything that goes wrong with such an excursion or service and any claim which the Delegate might have arising from the excursion or service will be against the relevant local company and subject to the local company's terms and conditions.
- 8.5 The Delegate must report to FD at the earliest opportunity any problem with the Expedition that he or she perceives so that FD can try to remedy any problem. If the Delegate's complaint cannot be resolved locally they should advise FD within 14 days of returning to the UK, in writing, with all other information. FD will not be liable for any complaint not reported by the Delegate (within 14 days of completion of the Expedition) unless there is a valid reason for the failure to report.
9. HEALTH
- 9.1 Unless informed otherwise in writing (as set out in clause 9.2) FD will assume that the Delegate is in good health and the Delegate is not aware of any reason why he or she may be particularly unsuited to taking part in the expedition or may be likely to suffer illness or injury during the Expedition, taking into account the challenges and purposes of the Expedition.
- 9.2 All medical conditions that pre-exist the Departure Date must be declared in writing (registered post is recommended) to FD at the earliest opportunity (at the time of application or as soon as the condition develops). All stated medical conditions will result in the provision of a conditional place on an Expedition until all appropriate/required procedures are carried out to completion in accordance with clauses 9.2.1 to 9.2.4.
- 9.2.1 All conditional applications based upon medical concerns will be referred to Campbell Irvine, FD's Insurance brokers. It is the Delegates responsibility to contact their Pre Departure Medical Screening helpline, who may require further detail on a Delegate's specific condition and this may include seeking written information from the Delegate's own doctor. Any charges for such letters are at the expense of the Delegate.
- 9.2.2 Following the Delegate's direct communication with this helpline and the advice given about their insurability and any changes to the standard policy, it is the Delegate's sole responsibility to state in writing to FD the exact information and recommendation that the helpline have advised for that Delegate in reference to the Expedition. FD will then advise the Delegate about whether they are eligible to take part in the Expedition.
- 9.2.3 Any increase in premium or insurance excess as a consequence of a medical condition is payable at the Delegate's own expense.
- 9.2.4 It is the Delegate's sole responsibility to seek and follow medical advice about, including but not exclusively, inoculations and malaria prophylaxis. Any failure to do so, which results in contraction of a disease during or after an Expedition, will result in all related costs, not covered by Insurance, falling to the Delegate. Any exceptional reasons for not taking advice must be sent in writing to FD at least 60 days prior to departure.
- 9.3 If any medical conditions are not declared, or full information is not supplied to FD in accordance with 9.2.3, the Delegate will not be covered by insurance and should that condition give rise to expenses (medical or otherwise) during the expedition it will be at the expense of the Delegate (including repatriation if necessary).
- 9.4 The Delegate confirms that he or she completed the Booking Form fully and accurately and must inform FD as soon as possible if any relevant circumstances change before the Departure Date.
- 9.5 Except as disclosed in writing to FD, the Delegate is not aware of any reason why he or she may have difficulty entering any of the countries covered by the Expedition.
- 9.6 If the information given by the Delegate on the Booking Form or under this clause 9 is incorrect and FD discovers that the correct information affects the Delegate's suitability to take part in the Expedition, FD may terminate the Contract and withdraw the Delegate from the Expedition at the expense of the Delegate, PROVIDED that FD exercises its discretion reasonably in this regard. In this event, the Delegate shall be entitled to a refund as set out in the table in clause 6.1 above.
10. DOCUMENTS AND COMPLIANCE
- 10.1 The Delegate is responsible for obtaining and having available the necessary documents (including passport valid for 6 months after the return date of the Expedition and with 5 clear pages, visas and health certificates) enabling him or her to participate in the Expedition and shall comply with all local legislation and regulations of the countries in which the Expedition takes place (including immigration, customs and currency exchange). The Delegate shall pay FD for any loss or expense, which FD may incur or suffer as a result of breach of this clause 10 by the Delegate.
- 10.1.1 Any information given by FD on passports, visas, inoculations, clothing, equipment, spending money etc. is given in good faith but without responsibility on the part of the Company.
- 10.2 If the Delegate plans to extend their stay or travel onwards to another destination, FD must be notified not less than 90 days prior to departure. FD cannot accept responsibility if a Delegate is refused entry to any country through failure to supply proof of onward travel. The Delegate must accept responsibility for confirming all onward travel arrangements.
- 10.3 The Delegate is responsible for checking-in at the correct time. FD cannot accept responsibility if the Delegate misses flights or the Expedition as a result of late check-in.
- 10.4 Any amendment (other than cancellation or transfers) that is made to the booking (including flights and insurance) will incur an amendment fee in accordance with charges made by suppliers (and a minimum of £35).
- 10.5 The Delegate acknowledges that the nature of the Expedition is adventurous and that such Expeditions may involve a certain amount of personal risk. The Delegate must also accept that safety standards of hoteliers and other suppliers of accommodation, local transport and other operators in the country visited will not be of the same standard as their home country.
- 10.6 Delegates must follow the Expedition Joining Instructions, which will be issued prior to departure.
- 10.7 For water-based activities the Delegate must be able to swim 50 metres, unaided, fully clothed.
11. INSURANCE
- 11.1 FD's policy is to arrange insurance cover for Delegates in respect of, among other things, all costs associated with casualty evacuation and emergency medical requirements during the Expedition. The Delegate should ensure that satisfactory arrangements are in place for the insurance of any personal belongings and other risks not covered by the insurance policies arranged through FD.
12. ADDITIONAL INFORMATION ABOUT THE EXPEDITION
- 12.1 All meals will be provided from the point of departure from the UK until the point of arrival back in the UK at the end of the Expedition, except as stated in clause 4.2.4.
- 12.2 As a result of the nature of and the length of time required in planning all FD expeditions, FD is not in a position at the time of Contract to confirm the operator, aircraft flight number, exact Departure Date, airports, or itinerary.
13. GENERAL MATTERS
- 13.1 FD may sub-contract any of its obligations under this Contract provided that the rights of the Delegate are not adversely affected as a result.
- 13.2 If any of these Booking Conditions is found by any court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Booking Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.
- 13.3 FD reserves the right to amend these Conditions without the prior approval of the Delegate due to Force Majeure. FD will notify the Delegate as soon as reasonably practicable of any such amendment.
- 13.4 These Booking Conditions are prepared many months before the Expeditions commence and although every effort is made to ensure complete accuracy, it is inevitable that some of the prices or details may have changed since they were printed. FD will inform the Delegate of any changes that they become aware of.
- 13.4.1 The itineraries and other details are published in good faith as statements of intention only and are based on the latest information at the time of going to press. Unless specifically



advised otherwise by FD, nothing shown in any brochure or other publication (whether supplied by FD or not) constitutes a condition or term of this contract, or shall be relied upon in any way.

- 13.5 In order to process the Delegate's booking and to ensure their travel arrangements run smoothly and meet their requirements FD needs to use the information the Delegate provides such as name, address, any special needs/requirements etc. FD will take full responsibility for ensuring the proper security measures are in place to protect the Delegate's information. FD must pass on the information to the various relevant suppliers of the travel arrangements such as hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. Additionally controls of data protection in the developing world may not be as strong as the legal requirements in this country. FD will not, however, pass any information to any person not responsible for part of the Delegate's travel arrangements. If FD cannot pass this information to the relevant suppliers, whether in the developing world or not, FD cannot provide the Delegate's booking. In making this booking the Delegate consents to this information being passed on to the relevant persons. The Delegate is entitled to a copy of their information held by FD. If the Delegate would like to see this, please contact FD. FD may make a small charge for providing this information.
- 13.6 Delegates must be aware that FD's Expedition Leaders, representatives and other Delegates may take photographs, videos and films of Delegates while away on Expedition of which FD reserves the right to use such material for any advertising, brochure and video production and other marketing uses (including footage for television) without obtaining further consent. FD also reserves the right to use any comments clients make regarding any Expeditions on any questionnaires or letters in future promotional literature.
- 13.7 This Contract is governed by English law and is subject to the jurisdiction of the relevant UK Court.