

# Terms & Conditions For Mount Kilimanjaro Climb

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## **Amendment record**

Version	Date	Author	Summary of Changes	Status
R01	15 Mar 22	Zulf Sumar	Initial Draft Document	DRAFT
R02	09-May-22	Zulf Sumar	Incorporated VP & Treasurer comments	Final

## **Related Documents**

Document Number	Document Name	Location on Drive

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## **Abbreviations & Terminology**

#### Abbreviations/Acronyms

Enter a description of any abbreviations used in this document

Abbreviation / Acronym	Description
TWF	The World Federation

#### Terminology

Enter the meaning of any terms used in this document

Term	Meaning

#### **Terms and Conditions**

These are The World Federation of KSIMC (TWF)'s Terms and Conditions. TWF is a facilitator for this event, however the event is organised by a third party, FCM Skylink Travel & Tours Ltd (FCM) and their Terms and Conditions are attached which should be read in conjunction with those set out below. All participants must comply with both TWF's and FCM's terms and conditions in order to take part.

#### Risk Statement

Mountain climbing and mountaineering are activities with a danger of personal injury or death and as participants in these activities, you should be aware of and accept these risks and be responsible for your own actions. We ask that you read the British Mountaineering Councils' participation statement available here: <a href="https://www.thebmc.co.uk/risk-and-safety">https://www.thebmc.co.uk/risk-and-safety</a>.

## **Exclusion of Liability**

TWF shall not be liable for any injury, illness or death of any person resulting from FCM's or the participant's negligence. TWF shall not be liable for any loss or damage to property or any indirect or consequential loss however arising.

## **Deposit and Fundraising**

Registration for the climb is confirmed on receipt of a non- refundable deposit of £1500 which can be paid in two parts, stage one payment of £750 due by 27<sup>th</sup> May 2022 and stage two payment of £750 due by 24<sup>th</sup> June 2022 or a single payment of £1500 can be made on 27<sup>th</sup> May 2022.

## **Conditions of Participation**

To take part in this event participants must:

- be 23 years old or over on the date of departure;
- have at least six months' validity on their passports from the date of return to the UK;
- have two Covid vaccinations as a condition of participation however it is the participant's duty to meet any further Covid requirements for travel to Tanzania;
- apply for any relevant visas or any other travel documentation, at their own expense;
- complete and submit the medical questionnaire;
- have adequate mountaineering travel insurance; without which they will not be able to climb. Insurance must cover emergency search and rescue and medical expenses and specifically include climbing Kilimanjaro.

We advise participants to take out cancellation insurance.

## Participant's Responsibilities

- All bookings are made on the basis that the client will strictly observe the safety
  instructions given by the climbing guide staff. If a participant chooses to ignore the
  advice of these staff, they do so at their own risk and forfeit a duty of care.
- Please consult your GP for anti-malarial and travel vaccine
- · Participants participate at their own risk
- Participant will submit a scanned copy of your passport and proof of 2/3 doses of Covid vaccination.

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- In terms of refused passage and/or entry/exit to or from any of the countries, any additional costs incurred are the participant's responsibility.
- if a participant does anything to void their insurance, including not declaring a preexisting medical condition, they are fully responsible for paying any and all associated costs including travel and accommodation to and from the departure/arrival point in the UK.
- TWF will book a return flight from the UK. Should a participants wish to extend their trip, additional fees may be incurred at the participant's own expense.
- Participants must provide and wear all appropriate clothing and protective gear at all times during the challenge.
- If participant withdraw they will cover any cancellation charges borne by the TWF.
- The participant agrees to raise all money using legal methods and complying with the advice given.
- Should the participant have to withdraw at any time, they will need to inform TWF by email. No refunds will be provided.
- Mountain activities requires a good level of personal fitness. The participants are
  responsible for ensuring they are physically fit enough to complete the climb. If you
  are on any medication or have any medical conditions that may cause a problem
  during the day you are politely requested to inform the instructor (e.g. asthma carry
  an inhaler, diabetes etc.). If there are in any doubt about your fitness to complete an
  activity or itinerary, please get in touch with the team.
- Baggage and personal effects are at owner's risk throughout the tour. Luggage weight restrictions will be provided in your itinerary.

#### General

- FCM is the third party responsible for the ground package during the climbing expedition and their terms and conditions are available as outlined above.
- TWF has the right to subcontract any of its services to any third party service providers at its sole discretion.
- The participant understands and accept that itineraries, schedules and accommodation may change and other alterations may occur which are beyond the control of TWF or any supporting service provider.
- TWF reserves the right to increase the price of travel arrangements to allow for reasonable variations in transportation and accommodation costs.
- TWF may at its sole discretion change routes or withdraw places on the challenge event.
- Should the event be cancelled due to government restrictions or any other reason, we will communicate this to you and explore options available.
- TWF will assist with promoting the activity and help raise funds for the participants.
- TWF may use photos of participants or correspondence for media purposes having sought express approval from participants.
- The participant understands and accepts that neither TWF nor the participant will be able to claim Gift aid for travel and accommodation costs incurred by either parties.

#### **Data Protection**

Any personal information requested by TWF is held on paper and digitally. Any personal information you send to TWF will be processed in accordance with the Data Protection Act 2018 and the General Data Protection Regulations 2018.

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# **Governing Law and Jurisdiction**

Any contract between the client and TWF shall be governed in all respects by English Law. Only English Courts shall have jurisdiction in relation to any claim or dispute arising out of or connected with any such contract.

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