

Terms of Business – Vertical World

1. **Definitions:-**

- 1.1 "The Company"; "we" is Vertical World and its employees
- 1.2 "The Expedition" is the trip being organised by the Company to Sinai/Egypt in 2005
- 1.3 "The Expedition Leader" is Dave Lucas or such other person as the Company may from time to time appoint
- 1.4 "The Member "; "you" is the person joining the Expedition
- 1.5 "The Project" is to have a series of international climbing expeditions to the Sinai in Egypt, to develop its climbing scene, which includes recording and cataloguing climbs, map making and surveying , leading to the eventual publication of a Climbing Guide
- 1.6 "The Rendezvous Point" (RP) is the starting and finishing point of the Expedition (which may change).

2. **The Objective**

The Expedition Objective is to further the Project within acceptable risks and with the safety of the Members as paramount.

3. **The Fundamental Rules**

- 3.1 It is inherent in the nature of the Expedition that you will be exposed to danger to life, limb and property.
- 3.2 The Company cannot be expected to protect you from all or any such eventualities. In particular, rescue and/or medical/resuscitation or legal facilities may be limited or non-existent in the terrain to be visited.
- 3.3 The decision to join, stay with or leave the Expedition is (subject to Clause 6 below) yours and yours alone.

4. **The Company's responsibilities**

- 4.1 **Inclusions** - Subject to 4.2, The Company is required to use all reasonable endeavours to:-
 - (a) arrange transport between the RP and the Project area(s), including arranging camel hire and guides as necessary
 - (b) provide serviceable communal camping and cooking equipment
 - (c) provide morning and evening meals
 - (d) obtain all necessary climbing permits for the Expedition (but not any individual entry Visas)
 - (e) provide a working drill and generator
 - (f) provide a satellite telephone (the performance of which will depend upon the terrain)
 - (g) make available relevant and timely information in the public domain on matters affecting the Expedition
- 4.2 **Exclusions** - The Company is not required to and will not accept responsibility for:-
 - (a) the personal health welfare and safety of each and all Members and their property outside the UK
 - (b) acts, omissions and events wholly outside its control, such as treacherous terrain, inclement weather, political unrest, acts of terrorism, Acts of God, local laws and customs
 - (c) gear and/or equipment and/or Transport failure
 - (d) providing medical or legal attention and/or rescue facilities
 - (e) the wilful or negligent acts or omissions of any one or more Members or third parties resulting in loss or damage to one or more other Members, howsoever arising

5. **Your Responsibilities**

By joining the Expedition, you (and each other Member) undertake to the Company, the Expedition Leader and other Members that :-

- (a) You agree to be bound by these terms and conditions and to abide by such other reasonable rules and regulations as the Expedition Leader may need to issue from time to time
- (b) You accept full responsibility for your own health safely and welfare
- (c) You accept the risks likely to be encountered
- (d) Your physical and mental fitness, skills, climbing experience and equipment are adequate for the severe conditions which might arise and that you haven't and won't exaggerate your capabilities, as others may have to rely on what you say you can do

- (e) neither you nor your estate will hold the Company or The Expedition Leader responsible for any loss or injury of whatever nature and howsoever caused that you may sustain (save for any act of negligence on the part of the Company resulting in your death or bodily injury while you are in the UK)
- (f) you will refrain from any activity which is (by local laws) illegal or causes a nuisance to others or is likely to bring the Expedition into disrepute or cause it to breach any local law, or to prejudice the success of it or other Expeditions or to endanger the health safety or welfare of any other Member
- (g) you will keep the Expedition Leader and other Members informed of any matter or thing which comes to your attention and which might reasonably affect the health safety or welfare of other members or the successful outcome of this or other Expeditions, such as: reporting to the Expedition Leader any worn damaged or broken equipment, dangerous terrain or conditions or inappropriate behaviour of any other Member
- (h) you will arrange whatever insurance cover you deem necessary for the risks involved including all the costs of your repatriation
- (i) you will ensure that you always have access to sufficient funds to meet your own expenses plus any extra Expedition Fees which might arise

6. Termination

The role of the Expedition Leader is to help ensure that all Members are encouraged to participate equally in the successful outcome of the Expedition, not to make all decisions. Nevertheless:-

- 6.1 If at any time the Expedition Leader concludes that the Expedition cannot continue to meet its objective in one location without encountering unacceptable risks or obstacles to his leadership he may terminate the Expedition or chose a different location, which might cause you additional cost.
- 6.2 Prior to reaching his decision, he shall consult as many Members as possible who may vote by a show of hands. The Expedition Leader will have the casting vote.
- 6.3 If you disagree with the decision so reached you will immediately cease to be a Member and must then leave the Expedition.
- 6.4 Any financial loss so incurred by you will be your responsibility and the Company shall not be obliged to return any part of your Fees, nor shall the Company have any further obligations to you as set out in Clause 4 above.
- 6.5 If in the reasonable opinion of the Expedition Leader your continued membership of the Expedition is inconsistent with its success or would be inappropriate or a danger or hazard to you or other Members, he shall first confer with you to seek a solution if possible and he may also put the decision to a vote as in 6.2 above or he may cancel your Membership on whatever financial terms are fair and reasonable in the circumstances.
- 6.6 If you decide you want to leave the Expedition for reasons such as a change of mind or you can't get along with other Members or the climbing demands are beyond your capabilities you may resign and leave, in which case the Company has an absolute discretion about the return of any of your Fees and may charge you for wasted costs incurred, such as deposits on transport or flights or booking fees. You would have to make your own onward travel arrangements.

7. Payment

- 7.1 Fees are due on booking your place as a Member of the Expedition.
- 7.2 Additional Fees may become due as the Expedition progresses, for necessities. You agree to pay these on demand and may also have to pay interest at 4% over Lloyds TSB Bank Base Rate for late payment.

8. Applicable laws

The Laws of England and Wales shall apply to this Agreement, even though the performance of the Expedition will take place abroad.

I agree to these terms and conditions. Signed.....

Dated:.....