



## Terms & Conditions for Expeditions, Guiding & Training

1. Commencement of Contract: Your contract with Scott Gilmour Expeditions (doing business as “Weatherised”, “we”, “us” or “our”) begins when your deposit or payment in full has been received. If you complete the payment online, a confirmation will be sent via email once this has been processed. Payments via electronic invoice must be made by the requested due date. Once this payment has been received the contract will commence.
2. Deposit: A 30% (rounded up to the closest 100 NOK) non-refundable deposit must be paid to confirm your participation on any expedition, tour, or training activity. The client has a period of 7 days from receipt of the deposit to cancel this contract. After this 7-day period you are bound by the terms of the contract.
3. Payment Schedule: The remaining balance will be requested (minimum) 90 days prior to the scheduled start of the activity and must be paid no later than 60 days prior to the advertised start. If you wish to attend an activity that begins in less than 60 days, the full balance will be requested. If you fail to uphold the payment schedule, we will not be bound by the terms of this contract.
4. Price Adjustments: We reserve the right to adjust the pricing should there be significant cost increases in taxes, fuel, currency conversion or transport. There is also the possibility of allowing a trip with a smaller group size to go ahead, if the group are agreeable to a small surcharge. Should any requested additional charge exceed 10% of the total you have the right to cancel with a full refund.
5. If COVID travel restrictions are in place, you must be fully vaccinated against COVID-19 or have recovered from a documented COVID-19 infection in the last 6 months and have documentation to prove this. You must also follow any local rules as directed.
6. You must be in good physical condition to complete the activity as advertised. You must inform us of any health-related issues that may affect your participation. Some of our expeditions can take place in extreme environments, and as such, we need to be aware of any pre-existing health conditions or changes to your health prior to departure. Relevant medical information may be requested prior to your activity.
7. You are responsible for providing us with accurate personal information and contact information. Next of kin or emergency contact details may also be requested prior to departure.
8. The client must arrange all of their own accommodation, food and flights as set out in the schedule.
9. The client must provide insurance at their own cost which adequately covers the activities as described. The client may also wish to take out cancellation insurance against the trip being cancelled or the schedule altered significantly.
10. If the client needs to leave the tour early and requires transportation or evacuation (for a non-emergency) they are responsible for this cost.
11. The client will provide their own food (meals), snacks & dry rations for the duration of the experience.
12. If the client is required to bring personal equipment or supplies with them, an equipment list will be made available on the website or emailed directly. These items must be brought and may be inspected.
13. You will listen to and respect the decisions of the guides assigned to your activity.
14. You will adhere to any local rules or regulations.



15. You must behave and act responsibly to us, any 3<sup>rd</sup> parties, or other clients we have whilst on one of our activities. If you behave in an anti-social, aggressive or intimidating manner your participation on the activity may be restricted, or you may not be allowed to participate. If it is requested that you leave the group, and this requires onward transportation from a remote area to safely return you to a populated area you may be charged for this.
16. Your right to cancel: The client may cancel the contract at any time and this request must be made in writing via email. If the contract is cancelled after the 7-day grace period and 60 days before the scheduled start date, you will be refunded any amounts you may have paid minus the deposit (up to 70% of the total). If you cancel less than 60 days before departure you will receive no refund. Any travel costs already paid by the client are the responsibility of the client.
  - a. Due to currency conversion when making an international bank payment there will be bank fees and small fluctuations in amounts received and refunded. All refunds will be processed in NOK at the amounts advertised at the time of the refund request. We are not responsible for any banking fees you have to pay.
17. Our right to cancel
  - a. Force Majeure: In the event of severe weather or events out of our control such as a natural disaster, war or a catastrophic event which we are unable to control or predict, we reserve the right to amend/ change the schedule or cancel the event in the interests of client safety.
  - b. Too few participants: If there are too few participants on your selected activity, we reserve the right to cancel the activity no later than 60 days prior to the scheduled start. On some events (such as expeditions) the activity will not be confirmed until a minimum number of clients have been met.
18. Disputes: In the event of a dispute the client should inform us as soon as possible so any issues can be rectified immediately. This allows both parties to be satisfied quickly and allow us to continue the programme as advertised. If you are not satisfied with the resolution, you must inform us within 2 weeks of the conclusion of your trip in writing. Any disputes or lawsuits shall be governed by the substantive and procedural laws of Norway and will be held under the jurisdiction of a Norwegian court.
19. Participant Waiver: Most of our activities take place in mountainous, exposed or remote areas that are susceptible to extreme cold and changes in the weather. You understand that your participation is done at your own risk and are fully aware of the participation risks. Given the fact that we are predominantly travelling over snow, ice and winter camping you are potentially at risk of accidents, hazards or personal injury. Examples of this (but not limited to) could be sickness, a trip or fall, broken bone or a cold weather injury (hypothermia, frostbite, frostnip) etc. We cannot be held responsible if such incidents occur and you are participating with an understanding of these risks. If the weather significantly delays our return and this affects your return journey home, we will do everything we can to assist but we cannot be held responsible if delays mean you incur additional costs.
20. Images & Video: We reserve the right to use any images or video captured during one of our activities for use on our website, advertising, marketing, social media marketing, film/ video or other new media content. In some instances, images may be licensed to 3<sup>rd</sup> parties. If you do not wish for us to use your image as described above, please inform us in advance.
21. I (the client) agree to the Terms & Conditions set out in this document.