

Archaeology Safaris Ltd Terms & Conditions

Please read these terms & conditions carefully before completing your booking form. Once a completed booking form has been accepted in writing by Archaeology Safaris Ltd all the persons named on the booking form ("the client(s)") will have entered a binding contract on the basis of these terms & conditions. If you have any questions about them please do not hesitate to contact us.

"Archaeology Safaris" or "AS Ltd" means Archaeology Safaris Ltd, PO Box 130, Tewkesbury, GL20 8WZ.

1. Agreement

Agreement on the basis these terms & conditions arise upon the fulfilment of all of the following: receipt by Archaeology Safaris of a properly completed booking form accompanied by the payment or deposit specified; clearance of the payment or deposit into Archaeology Safaris Ltd's bank account; acceptance by Archaeology Safaris in writing.

Archaeology Safaris reserves the right, in its absolute discretion and without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and Archaeology Safaris will return any payment accompanying the booking.

The agreement is between Archaeology Safaris and the client(s) and is the sole agreement between those parties. No variation of these terms & conditions shall be applicable unless agreed in writing by Archaeology Safaris before the relevant field trip or field school.

The agreement is governed by English law.

2. Payment

Full payment is required for field trips and field schools that are due to start in 6 weeks or under.

For field trips and field schools due to start in 6 weeks or greater, you will be billed 20% of the field trip or field school fee. You will be sent an email reminder at 12 weeks and 10 weeks prior to the field trip or field school start date prompting you to pay the remaining 80%. Email is not guaranteed to be delivered, so it is the customers ultimate responsibility to check when payments are required.

The balance of the fee (80%) as specified on the booking must be paid in full 6 weeks prior to the commencement of your field trip or field school. If not so paid, Archaeology Safaris reserves the right to treat the agreement as cancelled by the client(s) and the client(s) will forfeit their 20% deposit.

3. Prices

Whilst every effort is made to limit prices to those given in the booking, Archaeology Safaris reserves the right to alter prices should its costs in hosting a field trip or field

school increase for reasons beyond its reasonable control (including, without limitation, the cost of labour, transport and materials).

In the event that a price is altered the client(s) will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as was the original price.

In the event of the price being thus increased by 15% or more the client may opt to cancel the booking and will then be entitled to a refund of all monies paid.

4. Cancellation by client(s)

If the booking is cancelled by the client(s) (for any reason) the following cancellation change will arise:

- Cancellation more than 6 weeks before field trip or field school a full refund of all monies paid will be made.
- Cancellation 3 - 6 weeks before field trip or field school 50% of fee payable.
- Cancellation less than 3 weeks before the field trip or field school 100% of fee payable.

And the client acknowledges that it is reasonable for such penalties to arise, given the need for Archaeology Safaris to make preparations for a field trip or field school substantially in advance of the field trip or field school.

5. Variation of a field trip or field school by Archaeology Safaris

An Archaeology Safaris field trip or field school is, by its very nature, exposed to natural variables, including the weather. Whilst every reasonable effort is made to deal with such contingencies there may be occasions when Archaeology Safaris, through no fault of its own, is forced to vary or modify a field trip or field school itinerary at short notice or decides to do so in order to take advantage of natural circumstances. The client acknowledges that information about field trips and field schools provided by Archaeology Safaris is given in the best of faith but that because of the variability of nature it may be reasonable to alter or modify a field trip or field school and that in such circumstances it is not reasonable for Archaeology Safaris to be liable for any losses consequential on such a change and that Archaeology Safaris's liability is limited accordingly.

All Archaeology Safaris field trips and field schools are led by experienced and capable archaeologists.

6. The conduct of a field trip or field school

The client acknowledges that during an Archaeology Safaris field trip or field school he / she is required to submit to the reasonable instructions and leadership of Archaeology Safaris, save that parents, teachers and those in comparable roles in respect of children must maintain control of those children, to the satisfaction of

Archaeology Safaris. The client acknowledges that persons attending an Archaeology Safaris field trip or field school are entitled to expect a high standard of conduct and regard for personal well being on the part of all clients.

For this reason the client accepts that Archaeology Safaris may, in its absolute discretion and without the need to give reasons, arrange for him / her to be removed from a field trip or field school, if necessary against his / her will. Circumstances in which this might occur include (without limitation) disorderly or abusive conduct; intoxication; failure of control over children; inadequacy of clothing or equipment; incapacity or inability to meet the rigours of the field trip or field school. In such circumstances the client will not be entitled to a refund of monies and Archaeology Safaris will not be liable for any losses so resulting. The client will on demand reimburse Archaeology Safaris its reasonable costs of effecting his / her removal.

7. Liability

Archaeology Safaris field trips and field schools take place in the open countryside and are by their very nature not absolutely free from hazard. Archaeology Safaris makes every effort to minimise risk to clients and instructs clients in the safe negotiation of such risk as may remain. Consequently, the client acknowledges that there are circumstances in which an accident could befall a client without Archaeology Safaris being at fault and accepts that to that extent he / she is taking part in a Archaeology Safaris field trip or field school at his / her own risk.

Archaeology Safaris only accepts liability for physical injury to a client that is shown to result from negligence on the part of Archaeology Safaris.

The client acknowledges that other loss, damage and expense (including, without limitation, loss of money, loss or damage to clothes and possessions, losses arising on the cancellation of a booking and the expenses of delay and harm caused other than by the negligence of Archaeology Safaris) howsoever arising is not the responsibility of Archaeology Safaris and that Archaeology Safaris liability is hereby limited.

The client further acknowledges that Archaeology Safaris, having negotiated special insurance cover for its clients, is entitled to expect its clients to rely, where appropriate, on that insurance cover and to mitigate any losses accordingly. As a result, the client accepts that it is reasonable for Archaeology Safaris to exclude liability for losses in respect of which the client is insured, and such liability is hereby excluded.

8. Insurance

The client acknowledges that standard travel insurance is required to attend field trips and field schools and that it is the clients' responsibility to ensure that their insurance is valid and provides sufficient cover for the period of the field trip or field school. The client is advised to familiarise his / her self with the extent of the cover and to satisfy his / her self that it is adequate to their needs.

9. Complaints

In the unlikely event that a client has cause for complaint about an Archaeology Safaris field trip or field school, complaint should be made to a representative of Archaeology Safaris during the event, in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a field trip or field school but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days. To the extent permitted by law Archaeology Safaris will not be liable in respect of claims first intimated later than 28 days from the close of the relevant field trip or field school.

10. Travel documents

The client is solely responsible, where necessary, for ensuring that he / she has all necessary valid travel documents.

11. Consent Form

The client acknowledges that they must sign and complete a Consent Form, which must be returned to Archaeology Safaris at least Two weeks prior to the commencement of the customers' field trip or field school. The Consent Form will be emailed to the customer when they make final payment for their field trip or field school. The client will be reminded to complete and return the form when they have paid their remaining field trip or field school payment.

12. SUBSEQUENT INSTRUCTION BY CLIENT(S)

Although, as stipulated above, all Archaeology Safaris field trips and field schools are taught by experienced & capable leaders, it is not intended that any instruction provided to any client(s) while on a field trip or field school will in any way qualify that/those client(s) to instruct any third party & no warranty is made to that effect. Archaeology Safaris hereby excludes any liability it might have to any third party in respect of any loss or damage suffered or incurred by that third party in its reliance on any skills taught by any client(s) on the basis of having attended any Archaeology Safaris field trip or field school.

All our field trips and field schools have been designed to encourage those with a genuine interest in Archaeology, to look at monuments and landscapes and experience them whilst listening to Archaeologists talk about the evidence that helps us theorise about how our ancestors lived.