

Full name:

Expedition name:

Departure date:

I enclose a non-refundable deposit of £250 (please make cheques payable to QUEST) and a completed medical form.

Please sign overleaf.

Quest Overseas Limited: Terms & Conditions

This contract is between Quest Overseas Limited (registered in England & Wales, number 6607640), herein referred to as "Quest", "We" or "Us" and the client who has signed, herein referred to as the "Volunteer". It has precedence over all other information both verbal and written. All persons booking are bound by the conditions of contract. By signing you are indicating your wish to join the expedition specified on your application form subject to the following terms and conditions.

1. Age. Volunteers should be at least 17 years old at the time of departure. Each Volunteer will have certified his/her age in the application form already filled in by him/her and Quest has accepted this certification in good faith. Where the Volunteer is less than 18 years old on the date these Terms and Conditions are signed and dated, he/she will be required to sign a confirmatory copy of these Terms and Conditions on his/her own behalf upon reaching the age of 18 prior to departure. Where the Volunteer is less than 18 years old on the date of departure, the parent or guardian of the Volunteer will be required to complete and sign a Loco Parentis form. Quest reserves the right to cancel any Volunteer's application forthwith or to ask the Volunteer to leave the expedition, if it has already begun, without a refund in the event that this certification is found to be incorrect.

2. Health. a) All Volunteers are expected to satisfy themselves prior to departure that they are fit and able to complete the expedition and hereby confirm that they regard themselves to be of sufficient good health to undertake the expedition.

b) The Volunteer must complete the Quest Overseas Medical Declaration Form and any additional Medical Questionnaires (such as the Asthma, Diabetes or Epilepsy Forms) where required and return it/them with these Terms and Conditions. Any Volunteer with a pre-existing or existing medical condition, illness, psychological/psychiatric illness (including depression and eating disorder) or disability or who is undergoing any sort of medical treatment should disclose to Quest full particulars of the same on the Quest Overseas Medical Declaration Form. Quest reserves the right to cancel any application as a result of any such disclosure. Failure to make such disclosure in full shall constitute a breach of these Terms and Conditions and (subject to Paragraph 5 below) Quest will not be liable for any illness or injury to any Volunteer caused by any failure to make such disclosure in full. Quest reserves the right to ask any Volunteer to leave the expedition without a refund in the event that it transpires that any such disclosure has been misleading, inaccurate or incomplete.

c) Quest can not be held responsible or liable for any disease, illness or medical condition contracted during the expedition and/or any Volunteer's failure to comply with these Terms and Conditions or any advice or instructions issued to any Volunteer in connection with the expedition in any way, for example, but not limited to, Malaria, Hepatitis, Aids. Any information provided by Quest regarding health issues is given in good faith and can only constitute a general overview of the health hazards and requirements relevant to the expedition. As a result it is no substitute for specific and detailed medical advice.

d) Once the expedition has begun Quest reserves the right to decide for reasons of health whether or not it is in the best interests of a Volunteer to participate in any element of the expedition or to continue on the expedition as a whole.

e) All Volunteers must take all necessary inoculations or medication within the requisite period before departure and during the expedition (as appropriate) and should take advice from their GP or doctor as to which inoculations or medication are necessary and/or advisory for the itinerary. Quest reserves the right to inspect any Volunteer's vaccination book at any time and to cancel any application in the event that the Volunteer in question has not received all the requisite inoculations or medication.

f) It is the Volunteer's responsibility to seek medical advice concerning all other matters relevant to the expedition. All Volunteers should be aware that general standards of health, safety and hygiene in the countries to be visited will not be up to UK standards, and of the risk of injury, fatigue and disease inherent in an expedition of this kind.

3. Travel Documents. It is the Volunteer's responsibility to comply with such visa, passport and other travel documentation requirements as are necessary for the expedition and Quest will not be responsible for any Volunteer's failure to do so. Any information provided by Quest with regard to travel documentation is given in good faith but without responsibility on the part of Quest.

4. Travel and Cancellation Insurance. a) All Volunteers should be adequately protected by insurance cover which should cover every aspect of the expedition. Such policies include Campbell Irvine Limited's Personal Travel Insurance and equally comprehensive policies. Quest reserves the right to inspect the policy each Volunteer has taken out and to cancel any application where it believes the policy in question is inadequate or defective.

b) Notwithstanding the provisions of paragraph 4 a) above, Quest makes no representation as to the suitability of any insurance policy and shall not be liable to any Volunteer in the event that it transpires that his/her policy is inadequate or defective.

5. Liability of Quest. a) All Volunteers' applications are accepted on the understanding that the expedition may involve elements of risk and that they appreciate the potential hazards involved including the possibility of injury, disease, discomfort, delay and loss of or damage to property. All Volunteers undertake to participate in the expedition entirely at their own risk. Accordingly, Quest shall not be liable for any damage or loss which is:-

i) attributable to any Volunteer's action or behaviour; ii) attributable to third party action unconnected with Quest's performance of its obligations hereunder; iii) due to circumstances beyond Quest's control, including (but not limited to) the circumstances listed in paragraphs 7 (a) and (c) below.

b) Quest shall only be liable in all other respects to the extent that it is obliged to assume liability under English Law.

6. Liability of Volunteers. a) All Volunteers must understand and appreciate that given the nature of the expedition Quest cannot monitor and chaperone each Volunteer 24 hours a day. Notwithstanding this, Quest does its best to advise Volunteers on matters of personal security and safety and to afford them adequate supervision during each of the activities included in the expedition. However Volunteers must at all times act and behave in a responsible and diligent manner with regard to their own safety and well-being, as well as that of others. Furthermore, as adults, they must be aware that they may be found responsible and liable in law for any injuries/damages caused by their own actions, negligence or failure to follow instructions.

b) All Volunteers are expected to respect and obey the laws and customs of the countries visited during the expedition and any rules and regulations brought to their attention from time to time by the directors and/or management of any organisation, institution or company with which Quest works, by the expedition leader or by any other figure in a position of responsibility. Volunteers are also expected to treat all other team members and local people with courtesy and consideration.

c) The decision of Quest, its employees and agents regarding any matter connected with the expedition is final and all instructions issued by them are to be obeyed by each Volunteer forthwith. Quest, its employees, servants and agents reserve the right to send home (without any right of refund) any Volunteer who does not comply with the requirements of paragraph 6 b) above or if they believe that the Volunteer's behaviour is detrimental to the safety and welfare of the expedition, the team or any other third party.

d) Quest shall hold each Volunteer personally responsible for any loss of business or disrepute suffered by Quest due to any Volunteer's failure to comply with the requirements of paragraphs 6 b) and/or c) or these Terms and Conditions generally.

7. Flexibility/Alterations/Cancellation by Quest. a) The Volunteer accepts, understands and acknowledges that, given the nature of the expedition and its location, a flexible approach, allowing for the possibility of alternative arrangements, is necessary. The outline itinerary as given for the expedition must therefore be taken as indication only of what each Volunteer may accomplish and not as a contractual obligation on the part of Quest to be followed by the letter. The Volunteer should appreciate that the activities, schedules, itineraries, facilities and modes of transport may be subject to alterations without prior notice due to local circumstances or events beyond Quest's control, which may include (but are not limited to) sickness or mechanical breakdown, flight cancellations, strikes, events caused by political disputes, entry or border difficulties, climatic and other predictable or unforeseen circumstances.

b) Quest reserves the right to alter any itinerary subject to giving, where possible, the Volunteer's prior notice in writing.

c) Quest shall not be liable to any of the Volunteers for any cancellation, alteration or postponement of the expedition or any part thereof, due to circumstances beyond its control, including (but not limited to) strikes, lock-out, war, civil disturbance, government action, and natural or environmental disaster. However, in such circumstances, Quest shall endeavour to refund each Volunteer as much of the expedition costs as possible in the event of cancellation before or during the expedition.

8. Charges and Payment. a) This Terms and Conditions form should be signed, dated and forwarded to Quest, together with a non-refundable deposit of £250, within 14 days of an offer being made.

b) The balance is payable to "Quest Overseas" 90 days prior to departure.

c) In addition £20 is added to this balance payable to Quest Overseas, which is in turn paid directly to Climate Care to 'Offset Carbon Emissions' produced by your international flight. Individuals may 'opt out' of this payment if so desired.

d) Additionally: The project donation should be paid 60 days prior to departure and is payable direct to the associated charity as stated on the invoice. Flights are provided and ATOL protected through separate tour operators and their Terms & Conditions apply. These are available on request. A non-refundable deposit of £75 is required with full payment due 60 days prior to departure. All payments must be made directly to the tour operator. Please note: i) Quest accepts no liability or responsibility for the errors or omissions of the tour operator. ii) Airport taxes due on all international flights are not included in any of the above and payment in each case is the responsibility of the Volunteer.

e) Quest will write to Volunteers who have failed to meet their financial obligations on time, no later than seven days after each deadline date. Such written notice will state that unless payment is received within the following seven days, Quest reserves the right to cancel the offer of a place on the expedition and in such circumstances, no refund of any monies paid to any party under this contract will be made.

9. Cancellation by the Volunteer. A cancellation must be made in writing. Cancellation charges will be applied from the day written notification is received by Quest. Excluding insurance premiums, cancellation charges are expressed as a percentage of total monies paid direct to Quest. 90-60 days prior to departure, 40%; 59-30 days prior to departure, 70%; Less than 30 days prior to departure, 100%. The Volunteer is strongly recommended to purchase cancellation insurance (as per 4 above), as this will cover irrevocable cancellation charges in certain circumstances.

10. Prices and Surcharges. Quest reserves the right to impose surcharges at any time in the event of unfavourable movement in exchange rates, increases in transport costs, or taxes, or if government or political action should require us to do so.

11. Accuracy of Information Supplied. So far as Quest is aware, all specific information supplied in its Departure Zone on its website is correct at the time of publication. All other information contained in the Departure Zone and any additional information provided comprises a general and subjective overview of the expedition and the countries to be visited, and should not be construed as a definitive analysis.

12. Publicity. Quest, its employees, servants and agents reserve the right to take photographs and video recordings of Volunteers for promotional purposes during the expedition and to reproduce the same (along with any verbal comments or observations requested from Volunteers) in any brochure or other promotional literature. Each Volunteer hereby consents to all such use and reproduction and acknowledges that no further consent shall be required in this regard.

13. Complaints. A complaint about any aspect of the expedition should be directed in the first instance and at the earliest opportunity to the Expedition Leader so that he/she may endeavour to rectify the situation. It is understood that only if Quest and those in positions of responsibility on its behalf are made aware of any problems will there be the opportunity to put things right. If the matter is not resolved to the satisfaction of the Volunteer then he/she must write to the Director of Quest within 28 days of the Volunteer's return.

14. Law and Jurisdiction. a) Any controversy or claim of whatsoever nature arising out of or relating in any manner whatsoever to these Terms and Conditions or any agreement or contract to which these Terms and Conditions apply or any breach of any terms of such agreement shall be governed by and construed in all respects in accordance with the laws of England.

b) The Volunteer hereby irrevocably acknowledges and agrees that the Courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatsoever nature arising out of or relating in any manner to these Terms and Conditions or any other contract or agreement connected with the expedition, any terms of such contract or agreement or any breach of such contract or agreement or any such terms.

I have read, fully understand and accept the above Terms and Conditions. I also agree to Quest contacting me by telephone, email or post as per the Data Protection Act guidelines.

Signed:

Date:

If you are currently under 18, a counter signature by a parent or guardian is required.

I have read, fully understand and accept the above Terms and Conditions and confirm to the best of my knowledge that the Volunteer has also.

Signature of parent or Guardian of the Volunteer:-

Signed:

Date:

T: 01273 777 206 E: info@questoverseas.com W: www.questoverseas.com

Registered & Operating address: 15a Cambridge Grove, Hove, East Sussex, BN3 3ED

Quest Overseas Limited is a Company registered in England & Wales. No: 6607640

Quest Overseas Charitable Trust, a Co. Ltd by Guarantee, is registered in England & Wales. No: 05877731, Charity Registration No: 1117956
www.quest4change.org