

#### **PURE Pursuits 2019 Terms & Conditions**

The following agreement has been made between PURE Life Shows Ltd and those attending PURE Pursuits Colorado 29 September – 4 October 2019..

#### 1. Definitions

1.1. In these terms and conditions: PURE Pursuits / PURE Pursuit means the 6 day event put on by PURE Life Shows Ltd in partnership with Iconic Adventures, The Little Nell and Eleven Experience; GBP and £ means British pounds; Challenger means the person/client who has been invited by PURE Life Shows Ltd and has agreed to attend and pay the total price. Terms mean these terms and conditions and the terms, if any, set out overleaf. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party including but not limited to any acts of god, epidemics, pandemics, swine flu, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lighting, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political, terrorist, biochemical attacks, cyber attacks, national mourning or other similar purposes, material emergency, terrorist or military activity, labour disputes, airlines disturbances, civil disturbances, explosions, inevitable accident, interventions or regulations.

## 2. Terms of the contract

- 2.1. These terms, the email invitation, online invitation (purepursuits.com) and booking form constitute the entire agreement between parties, superseding any previous agreement or understanding. All other terms expressed or implied by statute or otherwise, are exclusive to the fullest extent permitted by law.
- 2.2. Any changes or additions to the contract or the terms must be agreed in writing by PURE Life Shows Ltd. PURE Life Shows Ltd may, from time to time, vary or amend these terms, provided such variations or amendments do not operate to diminish the rights reserved to the Challenger attending and shall not operate to increase the liabilities of PURE Life Shows Ltd or its agents or partners in this case which are Iconic Adventures, The Little Nell and Eleven Experience.

#### 3. Fees

3.1. All prices are quoted in British pounds £. The total price for attending PURE Pursuits is £4,999 (£4,499 if you booked on the Super Early Bird rate valid from 14 February-18 April 2019 inclusive). This price includes transfers from Eagle County Airport on the main arrival day (29 September) and return transfers to Gunnison Airport on the main departure day (4 October). It also includes all accommodation (hotels & camping), meals and activities, for the

duration on PURE Pursuits from the arrival dinner on 29 September 2019 to the departure breakfast on 4 October 2019. It does not include flights or any additional extras Challengers may incur such as dry cleaning, mini bar, etc.

# 4. Terms of payment

- 4.1. Once a Challenger application has been approved, PURE Life Shows Ltd will invoice the Challenger for the full payment of £4,999 (£4,499 if you booked on the Super Early Bird rate valid from 14 February-18 April 2019 inclusive) based on the submission of the online booking form and acceptance that you have read these terms and conditions. Full fee payment should reach PURE Life Shows Ltd no later than 7 days after invoice is received. If payment has not been received within 7 days, your place will be forfeited and the £600 cancellation fee will be charged (clause 5.2).
- 4.2. Confirmation of place is given when 100% of total amount is paid to PURE Life Shows Ltd through bank transfer or via credit card (subject to credit card fees).
- 4.3. Once payment has been received the cancellation policy applies (clause 5.2). There can be no exchange on another PURE Life Shows Ltd product or offering.
- 4.4. All bank charges incurred with the international transfer should be paid by the applicant.

# 5. Cancellation / no show

- 5.1. All cancellations must be sent by email to jenny@beyondluxury.com
- 5.2. A cancellation fee of £600 is payable if you are approved on a PURE Pursuit and can no longer attend
- 5.3. Once payment has been received, cancellations will be charged at:
  - (a) 0-6 months before event start date: 0% of payment will be refunded.
  - (b) 6-12 months before event start date: 50% of payment will be refunded only.
- 5.4. Places are non-transferrable.

# 6. Bookings

6.1. Bookings and confirmation of place on PURE Pursuits 2019 must be made by completing the online booking form, all required fields must be completed. Successful applicants will be notified from 1 May onwards by email.

## 7. Liability

- 7.1. PURE Life Shows Ltd along with the PURE Pursuits event partners Iconic Adventures, The Little Nell and Eleven Experience reserve the right to alter routes, itineraries or timetables should the necessity arise.
- 7.2. No liability is accepted for losses or expenses due to delays or changes of flights or other services, weather, war or other causes outside the control (force majeure) of PURE Life Shows Ltd.
- 7.3. PURE Life Shows Ltd cannot be held liable for any injuries or fatality resulting from a PURE Pursuit and no compensation will be given should an injury impact your Pursuit.
- 7.4. PURE Life Shows Ltd cannot be held liable for any theft of personal property or any damage to personal property during a PURE Pursuit.

7.5. PURE Pursuits are in partnership with suppliers and sub-contractors at each destination and PURE Life Shows Ltd will not be held accountable for any changes to itinerary, activities, destinations or anything else outside its control.

#### 8. Insurance

- 8.1. Challengers must have their own travel insurance, as Challengers are their own responsibility on tours and during extreme activities. Any activity that the Challenger chooses to participate in, they do so at their own risk and must be covered by their own travel insurance accordingly. PURE Life Shows Ltd insurance does not cover Challengers.
- 8.2. Each Challenger is responsible for arranging their own insurance in relation to their personal property and other equipment for which they are responsible.
- 8.3. Challengers must have full insurance cover for all sporting activities on the PURSUIT. PURE Life Experiences LTD will inform you of activities required to be insured 1 month prior to departure.

### 9. Complaints

9.1. Each effort will be made to ensure that Challengers attending PURE Pursuits have a great adventure. If for any reasons Challengers are not satisfied with the services provided during the event, they should inform an employee of PURE Life Shows Ltd immediately so that the situation can be rectified as soon as possible.

### 10. General

- 10.1. You agree to give us your consent under privacy laws to be photographed, recorded and videoed by a camera during your participation at PURE Pursuits 2019 and that the resulting material can be used for promotional purposes on print, on the internet, on electronic format and any other channels PURE Life Shows Ltd chooses.
- 10.2. The event will be governed under Chatham house rules whereby all Challengers are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any Challenger, may be revealed.

## 11. Governing Law

11.1. This agreement shall be governed by and construed according to English law. Any dispute between the parties under this agreement is hereby submitted to the jurisdiction of the English courts.