



think
pacific

Terms and Conditions

DEFINITIONS AND INTERPRETATION

In these terms and conditions:

“Application Form” means a completed Think Pacific Limited Application Form, stating your request to be accepted onto an Expedition. Completing an application form does not confirm your place onto an Expedition.

“Booking Form” means the form on which you book with us and which shows the deposit and the methods of payment that we accept. The Booking Form will be sent to you once Think Pacific Ltd is content to offer you a place on an Expedition and must be signed and returned to Think Pacific Ltd within 14 days

“Briefing” means the meeting or telephone briefing whereby you are provided with information as to the nature of Expeditions and during which Think Pacific Ltd will assess your suitability for participation on our Expedition

“Contract” means your acceptance of a quotation for the Services provided by Think Pacific Ltd. This is an agreement binding in law between Think Pacific Ltd and you, incorporating the Terms and Conditions, Booking Form and details stated within your Expedition Confirmation. This comes into force in clause 1.7

“Expedition” means all travel arrangements, accommodation and activities provided by us to you

“Expedition Confirmation” means a confirmation of the key details of your Expedition and sets out the balance due and dates by which payments must be made to meet that balance. We state clearly in this items included in the price of your Expedition

“Services” means the services to be provided by us (including the Expedition) under the Contract, together with any other services which we provide or agree to provide to you

“Terms and Conditions” means the information contained in this document

“Think Pacific Ltd” means Think Pacific Ltd, a company registered in England with Registered number 05990751 of SPARK, Leeds University Union, Lifton place, Leeds, LS2 9JT otherwise known as Us, Our or We.

“Total Expedition Cost” – Means the amount shown on your Expedition Confirmation, once received.

“You” means the customer named in the Contract and the person who purchases the Services from Think Pacific Ltd

1. HOW TO APPLY

1.1 Having completed all sections, send the Application Form to us either via email or post

1.2 Think Pacific Ltd operate in a highly personalised manner to ensure our volunteers have the necessary commitment to undertake small group projects, aimed at responsible travel to remote Fijian islands. In order to give us complete assurance that your involvement will be both a benefit to yourself and to our purpose, we will contact you upon receipt of your Application Form to arrange with you a briefing either by telephone or in person at our head office in Leeds

1.3 You will be notified by letter whether or not you have been successful in securing a place on an Expedition following your briefing. Our judgment as to your suitability for participation in the Expedition shall be binding and final.

1.4 Successful applicants will receive confirmation of an offer together with a Booking Form which must be returned to us within 14 days with a cheque for the deposit of £400. The deposit is non-refundable in all circumstances once we have issued the Expedition Confirmation

1.5 You are liable for any costs incurred as a result of providing inaccurate or false information on your Booking Form, for example please state your name as it appears on your passport.

1.6 If you are under 18 years of age, your parent or guardian must also sign the Booking Form, also stating their relationship to you

1.7 The Contract between you and us is affirmed on the date on which your deposit and signed Booking Form are received by us. This is subject to satisfactory medical conditions, and sufficient team members becoming available. The Services will continue to be supplied by us until the termination of the Expedition, or if the Contract is terminated for any reason under these Terms and Conditions.

1.8 When we have received your completed Booking Form and deposit, we will send you a letter acknowledging our receipt of the deposit fee and your Expedition Confirmation which includes Think Pacific Ltd's code of conduct and our payment schedule. Full and final payment will be required at least 90 days prior to departure

2. AGE

2.1 You must be 18 years old or over by the start date of the Expedition. You must certify your age on the Application Form and we accept such certification in good faith. We reserve the right to terminate your Application or Expedition, if it has already begun, without any refund of any cost at that point paid in respect of your Expedition in the event that Think Pacific Ltd establishes that such certification was falsely provided.

2.2 Where you are less than 18 years old on signing the Booking Form, then your parent(s) or guardian will be required to countersign the Booking Form and in so doing agree to authorise Think Pacific Ltd staff to act in loco parentis for you for the duration the Expedition

3. EXPEDITION COST AND PAYMENT

3.1 The cost of the Expedition will include accommodation and services as specified in your Expedition Confirmation. For the avoidance of doubt an Expedition does NOT include flights, insurance, visas, vaccinations, United Kingdom or foreign taxes or personal spending money or any other personal costs which you may incur.

3.2 Prices outside the scope of the Expedition and activities not included in the Expedition may vary. Think Pacific Ltd accepts no liability for increases in cost in these areas

3.3 If you are over 18 and have signed the Booking Form then you are responsible for the Total Expedition Cost. If you are under 18 then your parent or guardian who has signed the booking form on your behalf is responsible for the Total Expedition Cost

3.4 If we do not receive full payment by the due date confirmed in your Expedition Confirmation we reserve the right to cancel your booking and your deposit will be forfeited

4. ACCURACY OF INFORMATION

4.1 We make every effort to ensure that the information provided to you in respect of your Expedition is accurate. You accept that any information supplied by Think Pacific Ltd regarding our Expeditions, including content published by third party advertisers is given in good faith and correct at the time of going to press.

4.2 Please note that flights, boats and other forms of transport are outside of our control. Think Pacific Ltd are unable to provide guarantees that departures or connections will leave or be made on the times stated and Think Pacific Ltd will not be liable for the delays. In some instances, compensation for delays may be included in the terms of your insurance policy which you should read carefully prior to the Expedition start date. Please note that Think Pacific Limited does recommend insurance in accordance with clause 10, but this is not included in the Total Expedition cost.

5. CANCELLATION OR ALTERATION BY YOU

5.1 If you wish to cancel a booking made for an Expedition, you must do so in writing by post or email and preceded by a telephone call within 30 days of departure. The following amounts will be retained by Think Pacific Ltd in the event of cancellation by you:

- a) more than 90 days - Retention of Deposit
- b) 90 – 60 days - 50% of the Total Expedition Cost
- c) 59 – 31 days - 75% of the Total Expedition Cost
- d) Less than 30 days - 100% of the Total Expedition Cost

5.2 If you have taken out appropriate insurance cover, the cancellation charge may in some circumstances be refunded by the insurance provider under the terms of your policy. Please check your policy, once received.

5.3 If you leave an Expedition before the specific end date, other than as a result of a breach of this agreement by Think Pacific Limited, no refund will be paid to you

5.4 If you require any alterations to your booking, including changes to the departure date or Expedition then amendments can be made at the discretion of Think Pacific Ltd. We retain the right to charge you an administration charge of £40 to make any amendments to your booking

5.5 Your booking cannot be transferred to any third party without the express written permission of Think Pacific Ltd

6. CANCELLATION OR ALTERATION BY US

6.1 Think Pacific Ltd may terminate the Contract if you do not abide by the Terms and Conditions. In such a case, we have the right to retain all monies paid by you at our discretion

6.2 Think Pacific Ltd reserves the right to cancel any booking if we are unable to obtain what we consider to be sufficient applicant numbers for a project to commence or a suitable expedition manager. In that situation we would, if we can, offer you an alternative expedition. If you do not wish to accept any alternative, we will provide a full refund.

6.3 We retain the right to alter the terms of the Services, where in our opinion; the circumstances require such an alteration. Such circumstances may include a force majeure event as **described in clause 12**

6.4 In the event of an amendment to your Expedition, you are obliged to accept that change so long as it is one providing for an expedition which, in our opinion is of an equivalent nature and quality

6.5 If the Expedition is cancelled due to the fault of Think Pacific Ltd then you will be refunded all monies paid for the Expedition

6.6 Think Pacific Ltd reserves the right to remove you or cancel your booking at any time prior to or during the Expedition, if we believe that you may disrupt the general safety, wellbeing or enjoyment of the Expedition. We also reserve the right for ourselves, our representatives, employees and agents to refuse further participation to you at any time if, in our opinion, you are not fit for whatever reason to participate in the Expedition (see clause 9) In such circumstances, no refund will be made and no additional costs will be payable by Think Pacific Ltd

7. YOUR OBLIGATIONS

7.1 You must ensure that your passport is valid for at least six months beyond the completion date of the Expedition and that any required travel visa is obtained before the commencement of the Expedition. It is your responsibility to obtain and purchase any visas. We reserve the right not to refund any moneys paid if you are unable to obtain either a passport or visa

7.2 You will be liable to pay Think Pacific Ltd all reasonable costs, charges or losses sustained or incurred by us arising from your fraud, negligence or failure to fulfil any of your obligations under the Contract

7.3 You shall ensure that all medical conditions suffered by you are declared to Think Pacific Ltd before the Expedition as **stated in clause 4**

7.4 You must ensure that any clothing and other personal equipment intended to be bought on the Expedition is suitable for its purpose. Think Pacific Limited cannot be held responsible for wear and tear or incidental damage to clothing and equipment belonging to you.

7.5 You must check your Expedition Confirmation carefully and ensure that you fully understand all information and instructions correctly. You must also ensure to notify us, in writing, of any special requirements which you have.

7.6 You agree that throughout the course of the Expedition you will behave in a wholly responsible manner and cause no distress, aggravation or danger to any of the Expedition team members or to any third parties. Should you cause any damage of any kind, you will be held responsible for the cost of repair or replacement

7.7 You accept to comply with all local laws and instructions of Think Pacific Ltd staff, authorised representatives and third parties.

7.8 You shall inform Think Pacific Ltd immediately of any changes to your requests, insurance or any other detail required under these conditions.

7.9 You must provide Think Pacific Ltd with proof of purchase and payment in full in respect of suitable air travel arrangements to Fiji at least 90 days prior to the Expedition start date and confirmation of your arrival time and carrier details. On your arrival in Fiji, providing your arrival coincides with Think Pacific's Schedule for Transfer, we will provide transport to enable you to travel to our in country briefing location. In circumstances where your arrival does not coincide with our Schedule for Transfer, you shall be responsible for all of our and your additional costs incurred in assisting you in travelling to the in-country briefing location

8. LIMITATION OF LIABILITY

8.1 Your attention is particularly drawn to the provisions of this condition which sets out the entire financial liability of Think Pacific Ltd (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:

- a) any breach of the Contract
- b) any use made by you of the Services or any part of them; and
- c) any representation, statement or tortuous act of omission (including negligence) arising under or connection with the Contract

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract

8.3 Nothing in these conditions limits or excludes the liability of Think Pacific Ltd for i) death or personal injury resulting from the negligence of Think Pacific Ltd employees in connection with the performance of their duties, ii) any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by Think Pacific Ltd.

8.4 **Subject to condition 8.2 and condition 8.3 above**, we shall not be liable to you for any loss of anticipated savings; or loss of contract; or loss of use; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

8.5 **Subject to conditions 8.2 and 8.3 above**, Think Pacific Ltd's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price you paid for the Expedition and will in no event exceed such price. You should always claim the full entitlement you are due under your insurance policy before making any claim against Think Pacific Ltd

8.6 Think Pacific Ltd will not be liable to you for any acts or omissions of third party providers which are not provided within the Services, including death or personal injury. If Think Pacific Limited has provided you with information of such third party suppliers, this information has been given for your convenience only and does not constitute an endorsement of the respective third party supplier by Think Pacific Ltd

8.7 We will not be liable to you if you breach any of these conditions. We also cannot be held responsible for the consequences of your actions should you choose to ignore the advice given to you by us, your Expedition leader or any of our employees, representatives, agents or contractors.

8.8 You accept that adverse weather conditions may cause cancellation of scheduled events during your Expedition. The availability of advertised facilities might also be hindered due to local weather conditions, or circumstances beyond the control of Think Pacific Ltd, including but not limited to public holidays, or routine maintenance. Think Pacific Ltd is not liable for such cancellations

9. HEALTH AND SAFETY

9.1 We draw your attention to the fact that general standards of health, safety and hygiene in the countries to be visited will not be comparable to UK standards and the risk of injury, fatigue and disease are inherent in an expedition of this kind. Please note that our Expeditions can be physically demanding. It is your responsibility to verify your health and safety requirements for the Expedition.

9.2 You must ensure that any pre-existing or existing medical condition, trauma, illness, psychological/psychiatric illness (including depression, anxiety and / or an eating disorder) or disability or medical treatment as specified on the Booking Form are declared to Think Pacific Ltd on your Booking Form, or when required by us. This requirement includes any subsequent amendments to your condition whether or not you believe they will affect participation on the Expedition. Think Pacific Ltd reserves the right to contact your doctor or medical advisor if so required.

9.3 We reserve the right to refuse you a place on an Expedition as a result of disclosure of any medical condition, and our decision in these circumstances shall be final.

9.4 Think Pacific Ltd will not be liable for any loss caused to you or third parties by your pre-existing illness or injury, which you have failed to disclose in full prior to the start of your Expedition

9.5 You must ensure that you obtain advice from your GP or other suitably qualified medical professional on any inoculations or other vaccines or treatments required for the Expedition and follow the advice given. Think Pacific Ltd will not be liable for any resulting illness that occurs due to your failure to seek such medical advice.

9.6 If, in the opinion of Think Pacific Ltd (whose judgment in this matter shall be binding and final), your health deteriorates during the course of the Expedition, or is adversely affected by activities which form part of the Expedition, we reserve the right to require you to cease to or not participate in some or all of the activities available; and/or terminate your Expedition and repatriate you to your country of origin, if in the reasonable opinion of the Think Pacific leader your health and safety (or the health and safety of others) is sufficiently endangered by your continuing presence on the Expedition. In such circumstances, you shall not be entitled to be compensated in respect of the unexpired portion of your Expedition

9.7 You are strongly advised to follow any medical advice given by Think Pacific Ltd and our representatives and if such advice is not followed, then Think Pacific Ltd will not be liable under the Contract.

9.8 We draw your attention to the fact that medical care may be up to 12 hours travel from the Expedition location and Think Pacific Ltd is unable to accept any responsibility for providing medical care although it will use reasonable endeavours to arrange for you to have access to medical care provided under your insurance policy in emergencies.

9.9 We will make every effort to acclimatise you to life on an Expedition. In the event that you decide to prematurely cancel your Expedition due to home sickness then we will levy any charges we incur as a result of repatriating you and our normal cancellation terms apply

10. INSURANCE

10.1 You accept that it is compulsory to take out comprehensive travel insurance by the due date of your final payment (90 days before departure). All payments are accepted on this basis. [You must supply a copy of the insurance policy to us if we request it.]

10.2 Details for our recommended insurance policy will be sent to you with your Expedition Confirmation. If you prefer to take your own insurance policy rather than the insurance recommended by us, you must ensure that your policy is of at least equal value and quality to our recommended policy.

10.3 We reserve the right to cancel your Booking or terminate your Expedition at our sole discretion if we are not satisfied that you have insurance cover which we consider to be adequate for your Expedition.

10.4 [Any claim made by you in relation to the Expedition or the Contract should be made in the first instance to your insurer]

11. COMPLAINTS

11.1 Our aim is to make your Expedition as enjoyable and rewarding as possible. However, if for any reason you wish to make a complaint you should inform your Think Pacific leader immediately to enable us to take any necessary remedial action. Failure to do this may reduce or even completely extinguish your legal right to claim compensation.

11.2 We will investigate any claims made and try to resolve them. If for any reason the complaint cannot be dealt with at the time you should write to the head office of Think Pacific Ltd with full details of your grievance within 28 days of the completion of your Expedition

12. FORCE MAJEURE

Think Pacific Ltd shall have no liability to you under the Contract if we are prevented from or delayed in performing our obligations under the Contract or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including strikes or other industrial disputes (whether involving the workforce of Think Pacific Ltd or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

13. VARIATION

Subject to these Terms and Conditions, no variation of the Contract or these Terms and Conditions (or of any of the documents referred to in them) shall be valid unless it is in writing and signed by or on behalf of each of the parties

14. WAIVER

14.1 A waiver of any right under the Contract from Think Pacific Ltd to you is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given

14.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law

15. SEVERENCE

15.1 If any provision (or part of provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

16. DATA PROTECTION

16.1 We will need to collect certain information such as your name and address, medical details, passport number, nationality etc in order to provide your Expedition. For the purposes of the Data Protection Act 1998, we are a data controller. We may pass this information to our associate companies, credit checking agencies or any other governmental or law enforcement agency. You should be aware that this information may be passed outside the European Economic Area (EEA), where controls on your data may not be as strict as in the UK

16.2 Think Pacific Ltd reserves the right to use any materials, including but not limited to photographs, film or creative materials, taken of you during your Expedition, for use exclusively in Think Pacific Ltd marketing, or advertising material, without obtaining further consent.

17. GOVERNING LAW AND JURISDICTION

17.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter