

**DISCLAIMER****LAND ROVER EXPEDITIONS**

Land Rover Expedition Adventure Holidays involves driving in exceptional circumstances, where there are inherent risks of damage to both you and your property.

This document contains pre-conditions with which you must confirm you comply and terms to which you must agree in order to participate in the expedition.

**1A. Pre-Conditions for ON-ROAD & OFF-ROAD DRIVING**

- Type of vehicle to be driven: all Land Rover models
- Minimum age of Driver: 23 years
- Minimum number of years driver has held a Full EU / International Driving Licence valid in Land Rover Adventure holidays country destination: 3 years
- Such licence to have been held continuously for a minimum period of three years without any prior disqualification or suspension.
- Maximum number of current Penalty Points on Driving Licence: 6 points

**1B. General Pre-Conditions**

- (a) You do not know of any circumstances which would disqualify you from driving;
- (b) You are not currently suffering from any physical or mental condition which would restrict or impair your alertness or driving ability and of which you have not informed us;
- (c) The expedition may be unsuitable for those who suffer from back problems or any other conditions including pregnancy, which may be effected by rigorous activity. You will notify the organizer of the expedition if you believe you suffer from any conditions which may be relevant.

**2 Your Obligations**

- (a) Whilst attending this expedition you will at all times follow all lawful instructions and any other relevant rules notified to you.
- (b) You will not at any time during the driving elements of the expedition, be under the influence of alcohol or any drugs which may impair your alertness and driving ability, and you will behave in a safe, appropriate and prudent manner.
- (c) You will at all times exercise the necessary and high degree of care and attention whilst participating in the driving elements of this expedition.
- (d) If you suffer from any disability that could impair your access to vehicles used in the expedition you will inform us prior to attending the expedition so that we can make any required and available adjustments.
- (e) You will be responsible for the safekeeping of any property (e.g. cameras) you take with you throughout the expedition.
- (f) During the expedition you will drive and be driven as a passenger and at all times must wear the safety restraint belt.
- (g) You will be responsible for any motoring offences (including speeding and parking fines) incurred whilst driving the vehicle.

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**Our rights**

In the interests of safety or otherwise, we may at our sole discretion (which we will use reasonably) and at any time, decline or terminate your involvement in the expedition.

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**Liability**

(a)

Your safety is our highest priority but you acknowledge that the expedition involves driving in exceptional circumstances where there are inherent risks of damage to both you and your property. By participating in the expedition you agree that you accept that you share in the responsibility to maintain your own safety and that of others and of property by your own actions or conduct.

(b)

We will not be liable for death or personal injury unless caused by our negligence.

(c)

We shall in no circumstances be liable to you to the extent any liability arises due to your non-compliance with pre-conditions or your obligations.

(d)

We shall not be liable to you whether in contract, tort (including negligence) or otherwise for any damage to, or loss of, property (unless caused by our gross negligence or deliberate act), financial loss, or loss of contracts or goodwill or for any indirect, special or consequential loss or damage.

(e)

At any time you may withdraw from participating in the driving elements of the programme, in which event you must notify a representative of the expedition organiser on location who will make alternative arrangements.

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**Acknowledgement of Understanding**

You confirm that you have read this document and fully understand its contents. By making a booking for an expedition you agree to be bound by the above terms and conditions, and you agree that your image and any photographs taken during this expedition may be used for future marketing/promotional purposes.

This document shall be governed by English Law.