

LIMITLESS MOUNTAINS TERMS AND CONDITIONS

Limitless Mountains of 4 Granary House, Micheldever Station, Winchester, Hampshire SO21 3FD provides its services on the terms and conditions set out on this page. Because these terms and conditions will govern our relationship, it is important that you read them carefully and fully understand them before participating in any service offered by Limitless Mountains or Limitless AI. Please note, in particular, our exclusion and limit of liability at paragraph 7 and what you need to do if you want to cancel your service at paragraph 9. If you have any questions regarding these terms and conditions please contact us.

1 The meaning of some words used in these terms and conditions

- 'we', 'us' or 'our' is a reference to Limitless Mountains or Limitless AI of 4 Granary House, Micheldever Station, Winchester, Hampshire;
- 'you' or 'your' is a reference to the person or organisation to whom we are providing Limitless Mountain services;
- 'Mountain experience' means a mountain focused event provided by us [for example, the 3 peaks challenge;
- 'Data Analysis' means analysis of questionnaires to help us plan your mountain experience and provide you with feedback to you;
- 'Agreed proposal' means setting out the agreed dates, times and locations of the Mountain experience and Data Analysis for you;
- 'Proposal agreement form' means the form we use to collect information so we can provide the items set out in our agreed proposal for you or your organisation;

2 When these terms and conditions apply

These terms and conditions apply to any service, Mountain experience or Data analysis task or help that we provide to you at any time.

3 The contract between you and us

A contract between you and us, which includes these terms and conditions, will come into being when you accept the terms and conditions box on our Data analysis form link. Unless we agree something different with you, you agree to these terms and conditions by selecting the box on the first data Analysis survey. [Your organisation may then choose to pay for a Mountain experience or further Data analysis and other services offered by Limitless Mountains or Limitless AI for you]. We indicate our acceptance of your offer (and create a contract) by either sending your organisation an email confirming the proposal has been accepted or allowing you to participate in our Mountain experiences and Data analysis (whichever happens sooner).

4 Providing the Services

Once we have entered into a contract (as described in paragraph 3 above) you may participate in the Mountain experience or Data analysis set out in our Mountain experience proposal for your organisation.

The times, dates and locations of our services are set out in the Mountain experience proposal. Occasionally we may need to provide our services on alternative dates, times or locations to those set out in the Mountain experience proposal.

We will always try to give you advanced notice of any temporary changes to the proposal where we are reasonably able to do so. If we make a significant change to the proposal you can cancel your contract with us in accordance with paragraph 9 and we will refund you any part of your membership fee for the period since the change was in force or, if later, the last time you used our services.

Our aim is to always provide you with the services set out in your or your organisations proposal:

- using reasonable care and skill;
- In compliance with commonly accepted practices and standards in the Mountaineering and Data analysis industry;
- In compliance with all relevant laws and regulations in force at the time we carry out our services;

We may, from time to time, use other suppliers to provide elements of our services. These suppliers are vetted by us and their standard of service will be no less than the standard you expect from us. We remain responsible to you for the actions or inactions of any supplier who provides you our services on our behalf.

5 Situations outside our reasonable control

There are certain situations or events which occur which are not within our reasonable control (some examples are given below). Where one of these occurs we will normally attempt to recommence performing our service as soon as the situation which has stopped us performing the service has been resolved.

In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the service.

The following are examples of events or situations which are not within our reasonable control:

- where weather conditions make it impossible or unsafe for us to perform our service;
- where access to the location where Mountain experiences is to be held is impeded;
- team absence and where, despite using reasonable efforts, we are unable to find a suitable replacement team;
- for some other unforeseen or unavoidable event or situation which is beyond our reasonable control;

If the delay in us recommencing providing the Service will be excessive then we will offer you the option of either:

continuing to wait until we are able to recommence providing the Service. If you are required to make any payments during this period then we will not require you to make any of the payments required until we are able to recommence providing the Service; or allowing you to cancel the contract between you and us by notifying us (you will not be required to give us 30 days' notice). If you choose this option then you will only have to pay for any period during the month where the Service was available to you.

6 Fees and payment

Our fees and payment will be set out in yours or your organisations agreed proposal. Unless we agree with you otherwise, payment of fees is normally made up front in advance via bank transfer from your nominated account. The fee includes all applicable taxes and charges. We may increase our fees from time to time but if we decide to do so we will let you know in advance. If you do not wish to accept an increase in fees you may cancel your contract with us by giving 30 days' written notice. If you decide to give this notice you

must continue to pay the fees at the rate in your agreed proposal until the end of the 30-day notice period. We will refund any fees that you have paid for any period after the expiry of the notice minus any costs that have left our accounts to deliver you the service set out in your agreed proposal.

[The following is an example of how our fee charging structure works: You pay for your agreed proposal in advance by bank transfer (unless we agree otherwise). Once you have paid for the agreed proposal you will be provided the service set out in the agreed proposal. Payment does not entitle you to any other services outside of the agreed proposal but, if you would like to try an alternative service, please let us know as we are often happy to provide you a further proposal for your agreement.

7 LIABILITY

IN THIS PARAGRAPH 7 ANY REFERENCE TO 'WE', 'US' AND 'OUR' INCLUDES US AND OUR EMPLOYEES, AGENTS AND SUPPLIERS.

WE WILL COMPENSATE YOU FOR ANY LOSS OR DAMAGE YOU MAY SUFFER IF WE FAIL TO CARRY OUT OUR OBLIGATIONS UNDER OUR CONTRACT WITH YOU OR FAIL TO DO SO TO A REASONABLE STANDARD OR BREACH ANY DUTIES IMPOSED ON US BY LAW EXCEPT WHERE SUCH FAILURE, LOSS OR DAMAGE IS ATTRIBUTABLE TO:

YOUR OWN FAULT; OR

A THIRD PARTY UNCONNECTED WITH OUR PROVISION OF FITNESS TRAINING; OR

EVENTS WHICH NEITHER WE NOR OUR SUPPLIERS COULD HAVE FORESEEN OR FORESTALLED EVEN IF WE HAD TAKEN ALL REASONABLE CARE.

WE DO NOT EXCLUDE OR LIMIT LIABILITY FOR OUR NEGLIGENCE OR BREACH OF STATUTORY DUTY WHICH CAUSES YOU PERSONAL INJURY OR DEATH.

YOU ARE RESPONSIBLE FOR ENSURING THAT YOU ARE PHYSICALLY ABLE AND PROPERLY EQUIPPED TO UNDERTAKE OUR SERVICES, MOUNTAIN EXPERIENCES, DATA ANALYSIS OR AT YOUR CHOSEN LOCATIONS SET OUT IN YOUR AGREED PROPOSAL.

8 Cancellation by us

We may cancel our contract with you immediately upon sending you written notice in the following circumstances:

if you commit a serious or repeated breach of the contract or our rules;

if any part of your fee remains unpaid 30 days after its due date for payment; or

if you provide us with details which you know to be false when applying for services and the false declaration would have reasonably affected our decision to grant you our services.

If we cancel for any of these reasons, we will refund any part of your fee which you have paid in advance but relates to a period after our contract is cancelled. We reserve the right to retain a proportion of the fees you have paid to us, to cover any reasonable costs incurred.

9 Cancellation by you

You may cancel your contract with us at any time on 30 days' notice in writing to us. Your contract will end on the 30th day following the day on which you sent the notice to us. You can use our services set out in the agreed proposal up to and including that day.

If you cancel we will refund any part of your fee which you have paid in advance which relates to the period after our contract is cancelled.

10 Contacting each other

If you wish to send us any notice or letter then it needs to be sent to:

Limitless Mountains
4 Granary House,
Mill Place,
Micheldever,
Winchester,
Hampshire,
SO23 0PA

and should be marked for the attention of Contract Cancellation Team. If we wish to send you a letter or notice we will use the email or address you have given in your proposal agreement form.

11 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

12 Law and jurisdiction

Severance Clause

If any provision of the contract between us is found by a court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the contract between us which shall remain in full force and effect.

The contract between you and us shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.