

# INTERNATIONAL CHALLENGE

## Participant full terms & conditions of entry – effective from 1<sup>st</sup> August 2020

These booking conditions form the basis of Your relationship with Action Challenge Ltd a company incorporated and registered in England and Wales with company number 03825838 whose registered office is at 1 Gunnery Terrace, London, SE18 6SW (“We/Us”).

Please read these conditions carefully as they set out each party’s respective rights and obligations. Any Challenge Event You undertake is subject to the following booking conditions.

### 1. DEFINITIONS

- a. “Registration Deposit” means the non-refundable fee paid when signing up to the Challenge
- b. “Split Registration Deposit” means paying the Registration Deposit over 2 payments
- c. “Initial Payment” means the first payment made for a Split Registration Deposit
- d. “Deposit Balance” means the remaining balance of the Split Registration Deposit, inclusive of any supplements
- e. “Registration Form” means the online or paper form You are required to complete in order to secure Your place on the Challenge
- f. “Challenge” means the trip or event You are registering for, which includes accommodation, vehicle transfers, meals, guiding services, flights (where booked) and all other services which We contractually agree to provide or arrange for You, as set out in the Challenge Manual
- g. “Challenge Manual” means the document containing the full Challenge description, itinerary, kit list and others information
- h. “Force Majeure” means any event or circumstance beyond the control of the person relying on Force Majeure, malicious acts of war, acts of god, government action and civil commotion
- i. “Charity” means Your chosen Charity, specified on the registration link and confirmation correspondence, for whom You will be raising funds, and who will pay the Trip Cost
- j. “Trip Cost” means the total basic trip cost advised at the time of booking, all airline fares and taxes, and any other amounts payable to Us for the Challenge as set out in these Booking Conditions
- k. “Fundraising Target” means the minimum amount of money that the Charity requires You to raise in order to take part in the Challenge
- l. “Package Travel Regulations” means The Package Travel and Linked Travel Arrangements Regulations 2018 (PRT 2018) and any amendment or re enactment of the same and all other legislation implementing the EC Directive on Package Travel, Package Holidays and Package Tours (Council Directive 90/314/EEC)
- m. “Departure Date” means the advertised date of departure, clearly stated in the Challenge Event title, confirmation correspondence and registration link. This date applies irrespective of whether or not You are arranging Your own flights
- n. “You” and “Your” refers to the participant named on the Registration Form

### 2. REGISTRATION

- a. To enter this Challenge, You must complete the online Registration Form or a paper Registration Form. On receipt of a completed Registration Form & Registration Deposit, You will receive confirmation of Your payment and a Challenge Manual containing full details of the event. Together these form a binding contract between You and Us which is subject to these terms and conditions.
- b. We offer two deposit payment options:
  - i. Pay the full amount upon registration, or;
  - ii. Split the Registration Deposit over 2 payments. Make an Initial Payment to secure Your place on the Challenge, with the Deposit Balance payable within 60 days or on a predetermined date. On this option, a supplement will be charged on the Deposit Balance payment. Failure to pay the Deposit Balance will result in the cancellation of Your place on the Challenge.
- c. The Registration Deposit and Initial Payment are non-refundable, except where:
  - i. you cancel your place in writing to us, within 14 days of registration, subject to a 15% admin fee
  - ii. the Challenge is cancelled by us, or;
  - iii. if, in the opinion of our doctor, Your completed Medical Declaration Form precludes Your participation in the Challenge and it has been returned to us within 30 days of Your initial registration. You should have a suitable travel insurance policy with curtailment cover to protect Yourself. Such cancellations are subject to an admin fee of 15% of the amount paid

### 3. CHALLENGE MANUAL

- a. Upon registration, You will be sent a Challenge Manual with all information about this Challenge (correct at the time of printing), either as an email attachment or via other online means, such as our Challenge App.
- b. We may, as required, make changes to the Challenge Manual or trip documentation by electronic, written or other methods. You will be notified of any such changes via the e-mail provided during registration.

### 4. CHALLENGE PRICE

- a. We will guarantee the cost of all our suppliers in respect of Your Challenge once the Final Balance has been paid (by You or by a Charity on Your behalf).
- b. We will absorb all airline taxes. However, any fuel surcharges levied by the airline are not included in the package price and will be invoiced to You by Us, (twelve) 12 weeks before departure, regardless of which Funding Option You have chosen, for payment by 10 (ten) weeks prior to departure.
- c. We reserve the right to pass on to You, regardless of which Funding Option You have chosen, the cost associated with any new taxes and / or increases in existing taxes that are imposed after Your date of registration which directly impact the cost of Your trip. We will notify as soon as any such increases are known, and these will be invoiced to You, with payment due by 10 (ten) weeks prior to departure.
- d. If, due to fluctuations in foreign currency rates or for reasons beyond our reasonable control, the cost of Your Challenge rises over 2%, then we reserve the right to increase the cost of Your Challenge.
- e. Most of our suppliers around the world charge for their services in US\$. The rate of the US\$ is therefore important in the supply of your challenge and we base this on an exchange rate of \$1.26 to the £1. We will absorb any increase of up to 0.03. If it rises above this then we may pass on any increased costs associated with your challenge.

- e. If there is an increase in the price of Your Challenge of more than 9% as a result of any combination of the above 4(c) & 4(d) You have the right to cancel Your booking and receive a full refund. We will inform You of any surcharge or price increase in writing and if You wish to cancel Your booking then You must do so within two (2) weeks of receiving our letter or invoice or we shall assume You have elected to accept any surcharge or price increase and will be due for payment (ten) 10 weeks prior to departure, by You to Us.
- f. If Your Challenge recruits less than its minimum required number of participants (usually 15 participants), we may still run the trip with a small group supplement of £150 to pay on top of Your Trip Cost. You can change Your date subject to clause 9, subject to any increase in flight costs added to Your total trip cost. If the trip does still run with a small group then we reserve the right to send a leader-medic representative instead of both a leader and a medic. The medic may be a doctor, paramedic, nurse, first responder or wilderness first aider.
- g. Wherever possible we will try to ensure that all our Kilimanjaro groups fly with Qatar Airways. These flights are based on a maximum flight cost of £750 per seat (including all taxes and surcharges) and if flights increase over this amount then we may offer a different airline.

### 5. SELF FUNDED OPTION

- a. If You have chosen this Funding Option You are responsible for personally funding the Trip Cost.
- b. Your Final Balance, as detailed on the Registration Form, is due ten (10) weeks before the Departure Date.
- c. We reserve the right to apply a 5% late payment charge and/or cancel Your booking if Your Final Balance is not received by this date and all Registration Deposits are forfeited.
- d. If You cancel Your place on the Challenge having paid the Final Balance, the cancellation will only be accepted if submitted in writing to us by the registered participant.
- e. Cancellations will involve the following cancellation charge:
  - i. Ten (10) weeks or more prior to departure - loss of Registration Deposit;
  - ii. 69 – 49 days prior to departure date = 50% of the Final Balance;
  - iii. 48 - 31 days prior to departure date = 70% of the Final Balance;
  - iv. 30 - 0 days prior to departure date = 100% of the Final Balance.
- f. This excludes insurance premiums You may have purchased or non-refundable amendment charges. You should have an appropriate Insurance policy in place to protect against cancellation and if so You should reclaim cancellation charges.

### 6. SPONSORSHIP FUNDED OPTION FOR A CHARITY PARTNER OF YOUR CHOICE

- a. You will nominate Your chosen Charity on the online Registration Form and we will communicate with that Charity to seek their formal authorisation for You to raise sponsorship monies for the Challenge.
- b. You should not start fundraising until You have received authorisation from Your chosen Charity.
- c. With a Minimum Sponsorship option for the Charity that You have chosen, You are classed as a professional fundraiser and will be asked to sign an agreement with Your chosen Charity which will be sent to You by the Charity. You are required to raise at least a further sum in sponsorship, which is payable in two instalments.
- d. The first instalment is due twelve (12) weeks prior to departure and equal to at least 80% of the Minimum Sponsorship. The second instalment is due two (2) weeks prior to departure which equates to at least the balance of the agreed Minimum Sponsorship. Both fundraising instalments will be payable to the Charity. Any additional fundraising completed beyond the due date of the second instalment, should be passed to the Charity as soon as is practicable.
- e. The making or delivery of donations to the Charity does not mean the purchase of a place on a Challenge Event and are not payments towards the provision of any flight accommodation or other travel services.
- f. All money donated to the Charity belongs to the Charity and is not refundable to You in any circumstances, unless agreed by the Charity or their Trustees.
- g. Your place on the Challenge will be confirmed if:
  - i. You make or raise for the Charity donations equal to the fundraising target, as set out in clause 6(d);
  - ii. The Charity confirms Your place and commits to pay us for said place
- h. If You are unable to reach the minimum sponsorship or instalment due dates, You are liable to forfeit Your Challenge place and Your Registration Deposit, unless:
  - i. the Charity agrees otherwise with You and us; or
  - ii. You pay the Trip Balance subject to the terms of the Self-funded payment option
- iii. a mixed funding option agreed with the charity, with the balance payable by You
- i. You must make it clear to all Your prospective sponsors that a part of Your sponsorship money goes towards payment for You to take part in the event.
- j. All sponsorship monies should be paid as specified by the Charity that You have chosen.
- k. Should You not be able to take up Your place on the Challenge for whatever reason, or You chose not to for whatever reason, You will forfeit Your Registration Deposit, and sponsorship donations made to the Charity will not be refundable to You directly. Money will only be refunded by the Charity directly to individual donors upon written request to the Charity, unless agreed otherwise by You directly with the Charity.
- l. If You cancel Your place on the Challenge then Your monies paid towards the cost of the event will be subject to clause 5(e).

### 7. MIXED FUNDED OPTION – YOU PAY A BALANCE AND ALSO FUNDRAISE FOR A CHARITY

- a. 50% of the total trip cost is payable by You, and is subject to the terms set out in clause 5.
- b. The Registration Deposit is deducted from the balance payable by You.
- c. 50% of the total trip cost is payable by the Charity, subject to You submitting Minimum Sponsorship equal to or greater than the Trip Cost, and is subject to the terms set out in clause 6.

### 8. ITINERARY CHANGES OR CANCELLATIONS

- a. All our Challenges are complicated and may be subject to change. We start planning the Challenge many months in advance. Occasionally we have to make changes to a planned Challenge both before and after bookings have been confirmed. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so.

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- b. Due to circumstances beyond our control, we may have to make a “significant change”. A significant change is a change made before departure which, taking account of the information You give Us at the time of booking and which We can reasonably be expected to know, We can reasonably expect to have a major effect on the Challenge Event.
- c. Significant changes are likely to include the following changes when made before departure:
- a change of accommodation area for the whole or a major part of the trip;
  - a change of outward departure time or overall length of time You are away of twelve or more hours;
  - a change of UK departure point to one which is more inconvenient for You; or
  - a significant change of itinerary missing out one or more major destinations substantially or altogether.
- d. In the event we have to cancel the Challenge more than 12 weeks prior to departure, whether as a result of Force Majeure or any other reason that makes it impractical to proceed with the Challenge, we will provide You with a prompt and full refund of all monies that have been paid by You to us.
- e. We reserve the right to cancel the Challenge if anticipated numbers of confirmed participants does not reach the minimum required number at a point in time not less than 12 weeks prior to the scheduled departure date. You may be offered an alternative departure date or refunded all monies paid by You to Us.
- f. If We have to make a significant change or cancellation, We will tell You as soon as possible. If there is time to do so before departure, We will offer You the choice of the following options:
- (for significant changes) accepting the changed arrangements;
  - taking part in a similar, alternative Challenge if available;
  - cancelling or accepting the cancellation. Please note:
    - Registration Deposit is non-refundable; or
    - Registration Deposit Initial Payment is non-refundable; and
    - any donations made to the Charity are not refundable to You in any circumstances and if You cancel, the Trip Cost, when paid either in full or in part by the Charity, will be repaid to the Charity which will have no obligation to make any payment to You; or
    - any portion of the Trip Cost paid by You is refundable
  - If We have to make a significant change or cancellation, We will, where compensation is due under the Package Travel Regulations, pay You reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to You, subject to the following exceptions:
    - We will not pay compensation and will not accept liability beyond offering the choices in clause 8(f), where We are forced to make a change or cancel as a result of Force Majeure or where We are forced to cancel due to the minimum number of participants required for the Challenge not being reached; and
    - We will not pay compensation and will not offer the options in clause 8(f) if We cancel as a result of Your failure to comply with any requirement of these terms and conditions entitling Us to cancel (such as paying on time), or if the change made is a minor one.
    - If We are forced by Force Majeure to change or terminate the Challenge after departure but before Your scheduled return, We will be unable to make any refunds, pay You any compensation or meet any costs or expenses You incur as a result.

#### **9. CHANGES MADE BY YOU**

- Each change must be made in writing or email and is always subject to availability.
- Changes must be made by the registered participant.
- We will always try and accommodate any changes requested. However, changes that You request will incur an administration fee per person/change of £175, plus any costs incurred by Us and any costs or charges incurred or imposed by any of Our suppliers.
- A change in Challenge date will automatically incur a fee of £175 and will not be accepted less than 12 weeks prior to departure.
- Name corrections will not normally incur a fee, unless requested less than 12 weeks prior to departure. If the airline imposes any fees You will be charged for incorrect details supplied to us.
- Name changes requested less than 12 weeks prior to departure will automatically incur a fee of £175 plus any further surcharges or fees imposed by our suppliers. You should note that some suppliers may charge a 100% cancellation fee for a name change and the cost of a replacement ticket.

#### **10. CANCELLATION BY YOUR CHOSEN CHARITY**

- In the event that Your chosen Charity cancels Your place or does not agree to pay Your costs for whatever reason, Your Registration Deposit will not be refunded by Us, and we will not be responsible for any losses or costs You incur in the case of this cancellation.
- You will have the option to switch to a Self-Funded place, subject to clause 5. You should refer to Your agreement with Your chosen Charity as detailed in clause 6(c).

#### **11. DELAYS AND FORCE MAJEURE**

- We do not accept liability for any delays in Your travel arrangements or reasonable changes to Your itinerary in the event of Force Majeure. Force Majeure means any unusual or unforeseen circumstances beyond our reasonable control including but not limited to an act of God, war, terrorist attack, accident, failure of power supply, abnormal weather, fire, explosion, pandemic, labour disturbance, flight delays, bad weather, or the issue of any travel advice by the Foreign and Commonwealth Office advising against travel to any destination included within Your Challenge.
- If Force Majeure causes your challenge to be cancelled we will try to defer your booking and offer you a place on a challenge at a future point; either later in the year or the following year.
- If force Majeure occurs within 12 weeks prior to departure and You have paid your final balance then we will be restricted by our suppliers as to what we may be able to offer you.

#### **12. FLIGHTS, AIRLINES & SUPPLIERS**

- You must check all information sent to You by us and make sure that You arrive at the airport/point of departure in sufficient time. Airlines sometimes change aircraft and flight times without advance warning so You are asked to check carefully Your departure and check-in times on Your documentation.
- All our flights are arranged through scheduled airlines (although short haul events may use low cost airlines). We are bound by their terms and conditions and regulations and we cannot be held responsible for any delays, cancellations or over-bookings.

- Changes made by airlines and to airport destinations will not constitute a material change to Your Challenge entitling You to cancel, subject to clause 8.
- Inappropriate behaviour, including drunkenness or rowdiness may lead to the transport carrier refusing carriage and alternative transportation may have to be arranged at Your own cost.
- Liability in respect of all carriage by air, sea, rail and/or road is strictly limited to that under any relevant international convention or set of rules governing such carriage and where applicable subject to clause 15 below.

#### **13. OUR OBLIGATIONS AND LIABILITY**

- Our events are staffed by a trained Leader and Medic, depending on the final group size and where advertised as such.
- Subject to these booking conditions we accept liability for negligent acts and/or omissions by us, our employees, agents, suppliers or sub-contractors whilst acting within the scope of, or in the course of their employment, in the provision of any part of Your Challenge arrangements that we are contractually obliged to provide, except and to the extent (if any) the act or omission causing the damage is attributable to:
  - Your negligent act or omission or that of another member of the Group;
  - an act or omission of a third party unconnected with the provision of the services to be provided to You and is unforeseeable or unavoidable; or
  - Force MajeureWe will therefore pay such damages as may be awarded under English law.
- Subject to clauses 13(a) & 13(b) above, Our total liability (which includes the liability of Our employees and agents) to You arising out of or in connection with the Challenge or these Booking Conditions shall be limited a sum equal to twice the Trip Cost.
- Providers of transport (“carriers”), such as airlines, impose their own conditions of carriage. Together with the provisions of certain international conventions, these are considered included in these Booking Conditions. These generally limit the liability of carriers and Our liability to pay You compensation and/or the amount (if any) of compensation payable will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded).
- We will try to accommodate Your special requirements as detailed in Your booking, but we cannot guarantee that these will be provided and any failure in this respect will not constitute a breach of these terms and conditions by us.
- We exclude and limit all other liability to the extent permitted under law and damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of Your travel arrangements or is attributable to You or unforeseen or unavoidable actions of a third party unconnected with the provision of Your travel arrangements or a Force Majeure event or other unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even if all due care had been exercised.

#### **14. YOUR RESPONSIBILITIES**

- This Challenge is strenuous and You need to be healthy, fit and be well trained. You are responsible for ensuring You are in a good state of fitness and will be ready for Your Challenge. It is Your responsibility to read the promotional materials, trip information, and e-mails we provide, and to abide by our guidance given. We reserve the right to refuse participation to anyone believed to be unfit to participate. You should consult a doctor if You have any doubts about Your suitability to participate in this Challenge and abide by any advice given. If You are over the age of 65 or declare any medical conditions as part of Your registration, we will require a medical declaration form to be completed, signed and stamped by Your GP. You must keep us advised of any medical conditions that develop after You are registered, that may be relevant for Your safe participation on the Challenge. If whilst on the Challenge our doctor/medic or Challenge leader gives You specific safety or medical advice aimed at protecting Your own welfare You will abide by this advice.
- You must be at least 18 years old and hold a passport which is valid for at least 6 months from the date of Your return to the UK. If You are under 18 please contact us to discuss parental consent.
- You must not do anything or fail to do anything which is reasonably likely to bring Us and/or the Charity into disrepute whether before, during or after the Challenge Event.
- You are required to respect the authority and following the directions of the Group Leader and/or local operator, and the local laws applicable in the country/countries of Your Challenge.
- You are required to respect local customs & practices, and behave in a respectful manner at all times during the Challenge.
- The Challenge may involve hazards which are inherent to the activities involved in it. These inherent hazards increase the risk to participants of personal injury, death, illness, and/or loss or damage to property. By making Your booking with Us You acknowledge and accept the inherent hazards and the assumption of risk involved in the Challenge. Our trips are, by definition, adventurous. We provide You with adventurous and cultural experiences outside of that to be expected in hotels and other mainstream facilities, and as such You accept our liability to You is set out in clause 13. Any safety equipment, for instance cycle helmets, supplied must be worn correctly at all times.
- Failure to comply with any of the above clauses may result in Your exclusion from further participation in all or any part of the Challenge if, at our discretion, Your behaviour renders You unfit to continue. For avoidance of doubt, unfitness may include, without limitation, behaviour that is deemed inappropriate or offensive, or impedes our ability to deliver services to all or part of the group, or may be considered a hazard to Yourself or others. In this case, our liability to You will be limited to a refund of any recoverable costs of any unused portion of the Challenge.

#### **15. TRAVEL INSURANCE**

- You must have adequate, valid, and appropriate travel insurance for Your Challenge, as detailed within the Challenge Manual. It must include emergency evacuation cover, repatriation cover, and curtailment cover. It is Your responsibility to ensure that details of this insurance are forwarded to us at least ten (10) weeks prior to departure. If we do not receive a copy of Your policy, we reserve the right to include You in a group policy and charge You a supplement, which must be paid before the Departure Date or we will assume that You have chosen to cancel Your place on the Challenge. Any false or misleading information given by You regarding insurance details, which results in Your stated insurance company refusing to cover costs relating to a claim made by You or relating to You whilst on the Challenge, before the Challenge, or after the Challenge, will make You fully liable

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for any medical costs, evacuation costs, repatriation costs or other costs incurred by us or our agents in relation to You in this respect.

#### **16. VISAS AND OTHER REQUIREMENTS**

- a. We will send You details of visa requirements along with advice for all compulsory inoculations which are known about at that time. You should always check with Your GP for the most up to date inoculation requirements for Your destination. It is Your responsibility to ensure these requirements are in place prior to departure and we accept no liability if You are denied entry to any country, port or airport detailed on the itinerary or within the Challenge Manual on account of Your failure. All costs incurred in this case must be borne by you and any further costs borne by us may be invoiced to you at a later date.

#### **17. YOUR FINANCIAL PROTECTION**

- a. Your Financial Protection - When You buy an ATOL protected flight or flight inclusive holiday from us You will receive an ATOL Certificate. This lists what is financially protected, where You can get information on what this means for You and who to contact if things go wrong.
- b. We, or the suppliers identified on Your ATOL Certificate, will provide You with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide You with the services You have bought or a suitable alternative (at no extra cost to You). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and You agree to pay any money outstanding to be paid by You under Your contract to that alternative ATOL holder. However, You also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case You will be entitled to make a claim under the ATOL scheme (or Your credit card issuer where applicable).
- c. If we, or the suppliers identified on Your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of

insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) You under the ATOL scheme. You agree that in return for such a payment or benefit You assign absolutely to those Trustees any claims which You have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or Your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums You have claimed under the ATOL scheme.

#### **18. YOUR INFORMATION**

- a. Where necessary We provide the personal information given by you to the various suppliers who provide each element of the Challenge (for example airlines). We also provides this information to other bodies such as credit card and insurance companies who need to know them in order that payments can be processed and cover provided (where applicable). Personal information will also be provided to the Charity where applicable, so they can contact you as outlined in Clause 6.
- b. We will also use your personal details in order to send you further information regarding Us or the Charity. If you do not wish for Us to use your details in this way, please let Us know. A full data protection statement is available on Our website. For the avoidance of doubt, We shall be data controllers in respect of the processing of your personal data in accordance with the terms of the Data Protection Legislation.

#### **19. LAW AND JURISDICTION**

- a. These terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales. Any dispute which may arise between the parties concerning these terms and conditions shall be exclusively determined by the English Courts. Further, any issues or claims, including from foreign citizens, arising from medical treatment are subject to the exclusive jurisdiction of the courts of England and Wales and must be brought within the UK.

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