

1. YOUR CHALLENGE

- (a) To enter this challenge you ("you"/"your") must complete the online registration form. On receipt of a completed registration form & registration deposit, you will receive confirmation of your payment and an information pack containing full details of the event. Together these form a binding contract between you and Action Challenge which are subject to these terms and conditions.
- (b) 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.
- (c) This challenge is strenuous and you need to be healthy, fit and be well trained. You should consult a doctor if you have any doubts about your suitability to participate in this challenge and abide by any advice given. You will be required to complete an online medical questionnaire before your departure which forms part of the registration form. If you are over the age of 65 or declare any medical conditions, 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/medical or challenge leader gives you specific safety or medical advice aimed at protecting your own welfare you will abide by this advice.
- (d) 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.

2. REGISTRATION DEPOSIT

- (a) The Registration Deposit is non refundable. We can refund that Deposit only if the Challenge is cancelled by us or, minus a £75 admin/charges fee 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 (dated) registration form. You should have a suitable travel insurance policy with curtailment cover to protect yourself.
- (b) We offer two deposit payment options: Paying the full amount upon registration, or paying the deposit amount in two 50% instalments. For the second option, 50% is paid when you register and the second 50% is charged to your payment card at the end of the following month. On this option, a £10 supplement will be charged with your first instalment.

3. INFORMATION PACK

Upon registration, you will be sent an Information Pack with all information about this challenge (correct at the time of printing). Airlines reserve the right to change flight times and schedules and we cannot guarantee that flights will leave at the times that may be shown within the Information Pack or on your ticket. Any false/incorrect information supplied by you on the personal details forms and/or medical form or failure to comply with Clause 1(d), will make you fully liable for any costs incurred by us or our agents in relation to you in this respect.

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) Action Challenge 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 Action Challenge, (twelve) 12 weeks before departure, regardless of which funding option you have chosen, for payment by 10 (ten) weeks prior to departure.
- (c) Action Challenge reserves the right to pass on to you, regardless of which funding option you have chosen, the cost associated with any new taxes that are imposed after 1st February 2016 which directly impact the cost of your trip, and/or increases in existing taxes after 1st February 2016, and will be invoiced to you, with payment due from you to Action Challenge 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) 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 Action Challenge.
- (f) If your challenge recruits less than its minimum number of 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

5. SELF FUNDED OPTION

- (a) If you have chosen this funding option you are responsible for personally funding the cost of your place on the challenge. Your final balance, as detailed on the registration form, is due ten (10) weeks before the date of departure. 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.
- (b) If you cancel your place on the challenge having paid the final balance, the cancellation will only be accepted in writing by us from the registered participant. Cancellations will involve the following cancellation charge: Ten (10) weeks or more prior to departure - loss of registration fee, 69 - 49 days prior to departure date = 50% of the final balance, 48 - 31 days prior to departure date = 70% of the final balance, 30 - 0 days prior to departure date = 100% of the final balance. Please note that 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) 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.
- (c) 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.
- (d) 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 the charity agrees otherwise with you and us.
- (e) 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.
- (f) All sponsorship monies should be paid as specified by the charity that you have chosen.
- (g) Should you not be able to take up your place on the challenge for whatever reason, or 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.
- (h) If you cancel your place on the challenge having paid the final balance, then your monies paid towards the cost of the event will be subject to clause 5(b).

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

- (a) Your balance is due twelve (12) weeks before the date of departure and we reserve the right to apply a 5% late payment charge and/or cancel your booking if your balance is not received by this date and you will forfeit your Registration Deposit. This balance is subject to the same cancellation clauses as described in clause 5(b) above. You will also 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 as detailed on the registration form.
- (b) If you have committed to a mixed funded option, for a charity that you have chosen, you are classed as a professional fundraiser and will be asked to sign an agreement with the charity that you are fundraising for; this will be sent to you by the charity. In addition to your registration deposit and the balance that you owe to Action Challenge, you are required to raise at least the sum in sponsorship required for your challenge, which is payable in two instalments as detailed in clauses 6(c), 6(d), 6(e), 6(f) and subject to clause 6(g).

8. ITINERARY CHANGES

All our challenges are complicated and may be subject to change. Our challenges are planned many months in advance and sometimes there may be changes to your itinerary. Should there be a material change prior to departure which is not as a result of force majeure (a departure timing change of more than 48 hours for example) then we will inform you as soon as is practicable and in this case you may either agree to proceed with the new itinerary or cancel your participation in the challenge, in which case you will receive a full refund.

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 £75. A change in Challenge date will automatically incur a fee of £100 and will not be accepted less than 12 weeks prior to departure. If you wish to change the name of the participant, you will automatically incur an administration fee of £100 and may be liable to a further surcharge at the discretion of any supplier or airline. 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 US

- (a) In the event we have to cancel the challenge 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. No payments are made compensating for losses or costs you incur in the case of a cancellation and we exclude and limit all such liability to the full extent permitted under law. You should have an appropriate Insurance policy in place to protect against cancellation.
- (b) Action Challenge reserves the right to cancel the challenge if anticipated numbers of confirmed participants does not reach at least 15 persons at a point in time not less than 8 weeks prior to the scheduled departure date. You may be offered an alternative departure date or refunded all monies paid by you to Action Challenge.

11. 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 Action Challenge 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 Participant as per clause 5 (a & b). You should refer to your agreement with your charity as in 6 (b) above.

12. 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, 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.

13. FLIGHTS, AIRLINES & SUPPLIERS

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

14. OTHER OBLIGATIONS TO YOU

- (a) Our events are staffed by a trained Leader and Doctor, depending on the final group size.
- (b) 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. We will therefore pay such damages as may be awarded under English law.
- (c) 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.

15. TRAVEL INSURANCE

You must have adequate, valid, and appropriate travel insurance for your challenge, as detailed within the information pack. 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 departure or we will assume that you have chosen to cancel your place on the Challenge. Any false or mis-leading 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 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

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 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 information pack on account of your failure.

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. LAW AND JURISDICTION

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.