

TERMS AND CONDITIONS (UK)



YOUR TERMS - Your contract is made with Challenges Un Limited trading as Charity Challenge ("CC", "we", "us", "our") whose registered office is at: 49 Friern Barnet Lane, London, N11 3LL England (Company No. 03786692). We accept bookings subject to you agreeing to the conditions set out below. Please read these booking conditions carefully as they set out your respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. If you are signing the booking form as a parent or guardian (on behalf of an under 18 joining a challenge) you accept these conditions on behalf of the minor.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us);
3. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
4. He/she accepts financial responsibility for payment of the registration fee on behalf of all persons detailed on the booking.

Please Note: Our obligations to you will vary depending upon whether we act as a Package Organiser in the sale of a Package (e.g. where we sell you a Challenge that lasts for more than 24 hours or includes overnight accommodation) or as a Principal in the sale of a single service booking (i.e. single day challenges); our differing obligations are set out below, in three separate sections:

- (A) Section A contains the conditions which will apply to all bookings.
- (B) Section B contains the conditions which will apply when you make a booking of a Package with us where we act as the Package Organiser.
- (C) Section C contains the conditions which will apply where you make a single-service booking with us, where we are acting as Principal.

SECTION A – APPLICABLE TO ALL BOOKINGS

MAKING A BOOKING - A booking and binding contract is made with us when a) you complete the booking form b) you pay us a registration fee and c) we issue you with a booking confirmation and receipt.

At the time of booking, along with paying your registration fee, you will only be required to provide us with basic information, such as your name, email address, phone number and chosen charity. You will then have a period of two weeks to complete the booking and provide the remainder of the information that we require, such as diet, allergies, next of kin etc. If booking within 13 weeks of the departure date, you will be asked to fill in the remaining booking details in a shorter time period. If you fail to complete the booking process and fail to provide us with such additional information, within two weeks of first making your booking, your booking will be terminated, and the charges detailed in the 'cancellations by you' clause will apply.

These booking conditions form the entire agreement between us. No employee of CC other than a director has the authority to vary or omit any of these terms or promise any discount or refund. Challenges and prices on our website supersede details published in any CC brochure.

In circumstances where we reasonably decide that you cannot participate in the challenge for whatever reason, your registration fee (and if applicable) insurance premium will be refunded to you in full. We have arranged with the Charity that in these exceptional circumstances they will refund to your sponsors any money you may have raised in sponsorship (in relation to which the sponsors have indicated on the sponsorship form that the Charity may not keep the money in such circumstances). Details of any sponsors requiring such repayment must be given to the Charity with the sponsorship money. Please note that admin fees are non-refundable in all cases and do not form part of the total challenge cost. Please note that this will not apply to situations where you are prevented from travelling for an unexpected reason such as injury or illness, whereby the fees payable as set out in the Cancellation paragraph will apply, and individual travel insurance policies should be consulted.

Where you are participating in a challenge that we have been contracted to operate by a Charity or a corporate group, your booking with us is subject to our contract with the relevant Charity or corporate group. The challenge may be subject to postponement, amendment or cancellation in line with the instructions given to us by the relevant Charity or corporate group. These instructions are beyond our control, and you accept that in booking for these organised challenges, the booking is subject at all times to our contract with and the instructions of the relevant Charity or corporate group.

MAKING A GROUP BOOKING – If you wish to make a booking for a group of people, you (the “Master Booker”) should proceed through the normal booking process. You will have the opportunity to add as many additional participants to your group as you wish, at the time of booking. You will not need to provide us with details of the additional participants at this stage, but you will need to pay the registration fee for both your own booking and each additional participant that you have added to your booking.

Once the booking is complete, we will provide the Master Booker with a unique URL link, via e-mail. This unique URL link must then be forwarded to each member of the group by the Master Booker and each participant must then use that link to complete their own booking.

By placing a group booking you, as the Master Booker, expressly agree and acknowledge that you alone are responsible for filling each participant place that you have added to your booking. All registration fees paid are non-refundable and so registration fees paid at the time of booking will be lost for any participant place that you are unable to fill. Group booking team members should be advised to complete their booking ASAP, especially if they are opting for minimum sponsorship or flexi payment, which requires authorisation from the charity – as we want to make sure they have plenty of time to meet their fundraising deadlines for the challenge! Any group booking spaces that have not been completed 10 weeks prior to the challenge departure date will be treated as cancelled under our standard terms and conditions, and the registration fee for that space will be non-refundable. Please therefore ensure that all team members have completed their booking details as requested.

Furthermore, if you are a participant who is booking on to a group booking, you accept and acknowledge that your registration fee has been paid for you by the Master Booker. You therefore further acknowledge and agree that all payment obligations shall exist as between us and the Master Booker with regards to your registration fee. Unless expressly agreed otherwise with the Master Booker and ourselves, we will not process any refunds or any other payments to a participant directly for the registration fee; all such payments shall be made to the Master Booker only.

Thereafter, both the Master Booker and each individual participant will be personally responsible for meeting all other costs and obligations (i.e. paying the balance of challenge costs under the SF option or raising the required minimum sponsorship under the MS and FX options) to participate in the challenge.

PRIVACY POLICY - In order to process your booking and to ensure that your challenge runs smoothly and meets your requirements, we need to use the information you provide such as name and passport details, and any special needs/dietary requirements, etc. We must pass the information on to the relevant suppliers of your travel

arrangements such as ground handlers, hotels, transport companies, and the charity you are supporting with your fundraising. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law.

All of our ground handlers and third party suppliers have been instructed to follow strict data protection guidelines provided by CC. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary or religious requirements. If we cannot pass this information to the relevant suppliers, we cannot provide your booking. We will not, however, pass any information on to any person not responsible for part of your challenge arrangements. In making this booking, you consent to this information being passed on to the relevant persons. Please see our [Privacy Policy](#) for further information

PARTICIPATION - Participants must be a minimum of 18 years old on the challenge departure date and be in suitable physical condition to undertake the challenge as set out in the itinerary. Participants should be fully aware of the possible risks inherent in adventure travel. We can permit participants aged 14 to 17 years old, provided they receive agreement, and are accompanied on the challenge by, a parent or guardian over the age of 18. We request a parent or guardian completes the booking form for those under the age of 18, on any challenge. All participants between the age of 14-15 years old will also be required to complete a 'Young Person Enquiry' form that provides background information to the suitability of the young person to take part in the challenge. This enquiry form will be reviewed by Charity Challenge and the young person's participation in the challenge is at the discretion of Charity Challenge.

DISABILITIES AND MEDICAL PROBLEMS - Our challenges are open to participants of all backgrounds and we will do our best to cater for any special requirements you may have. We do not professionally vet your medical or allergy details. Please assess for yourself whether you are fit and able to take on the challenge. Please review the detailed Trip Notes so you are aware what is involved. Please speak to your doctor or specialist if you have any concerns about taking part. If you think that there are things we can do to make the challenge more accessible/comfortable for you, it is your responsibility to discuss this with us prior to booking, and we will then let you know if we can accommodate your request. We cannot guarantee that we will be able to make the arrangements you require. If you suffer from a severe allergy you are required to contact us to discuss any requirements. Whilst we will do our best to put in place appropriate measures we cannot guarantee that this will be possible. Any medical problem (including allergies), or disability, which may affect your involvement in the challenge must be declared on the Booking Form and full details must be provided (such information will be dealt with in a confidential manner). If full details are not given at the time of booking we reserve the right to cancel your booking (imposing applicable cancellation charges) where relevant. It is your responsibility to contact Charity Challenge with any updates to your medical or allergy details prior to the challenge. It is your responsibility to assess from the information provided whether the challenge itinerary, and any adjustments made, are suited to your needs.

CHALLENGE COSTS - To book on a challenge, (regardless of the payment option you select) you must pay the registration fee when completing the booking form. The registration fee is non-refundable in the event of your cancellation unless we cancel the challenge for any reason other than Force Majeure situations.

If you book onto a challenge and the costs are greater than that of the group (usually associated with late bookings), we will advise you of any increased costs. If your chosen challenge is full, you will be provided with the dates of other departures, given the chance to book on another challenge, or refunded your registration fee. You are responsible to pay for your personal equipment, tips, additional food & drink, personal spending money, transport to and from the start/finish point of the challenge, and any other activities not included in the itinerary. (*If applicable).

All discounts and reduced pricing are applied at our discretion. From time-to-time we may offer reduced pricing on selected challenges. The reduced pricing applies strictly to new bookings, and bookings that have already been confirmed are locked into their original price and are not entitled to the reduced pricing. Promotions are only valid for that specific challenge and are non-transferrable. We are offering the above promotions in good faith in order to meet the minimum numbers required to operate your chosen challenge. Should this minimum still not be met 5 weeks prior to departure, we will apply a small group supplement as advertised via the "small group supplement" link found in the

payment options box of the relevant expeditions page of our website. This supplement will be added to your final invoice. Alternatively, should numbers remain too low to operate the challenge, we reserve the right to cancel that challenge and will carry over 50% of the promotional saving to your chosen alternative departure date. Only one promotional code can be used at a time.

SELF FUNDER PAYMENT OPTION - Under the Self Funder option ("SF"), you must pay the balance of your challenge costs and if applicable the price increase (subject to the pricing and surcharges clause), at least 5 weeks before departure. If you book within 5 weeks of departure, the full cost should be paid at the time of booking.

MINIMUM SPONSORSHIP AND FLEXI PAYMENT OPTIONS - Under the Minimum Sponsorship and Flexi options ("MS" and "Flexi"), you must provide the Charity with 80% of the minimum sponsorship and pledges for the remaining 20% at least 7 weeks prior to the departure date of your challenge. Under the Flexi option, you will also be required to pay your second contribution towards challenge costs no later than 5 weeks before departure. The Charity will then pay CC your remaining challenge costs. There is no additional payment required from you to us other than for amending your booking if applicable (as defined in the Changes and Amendments clause), or if there is an increase in the cost of your trip as described in the pricing and surcharges clause.

FOR ALL PAYMENT OPTIONS - You are not entitled to participate in the challenge unless we have received from you or the Charity, cleared funds in respect of the registration fee, the balance of your challenge costs, and any other services that have been booked for you. We reserve the right to treat any arrangements as being cancelled by you if such payment is not received on time, and our standard cancellations charges will apply. In exceptional and unavoidable circumstances we reserve the right to request the balance of challenge costs (or a proportion of those challenge costs), prior to 5 weeks before departure. This may occur in the rare case, where a supplier requires earlier payment than standard industry terms. We will do all we can to vary the terms favourably, and if we are unsuccessful, we will let you know of the revised deadline at the earliest possible opportunity. In the event that the revised deadline requested is not met, we reserve the right to treat the booking as cancelled, with our standard cancellation charges being applicable.

Please consider carefully which payment option you select before completing the booking form. If you wish to change your payment option once you have booked you should request this in writing to your chosen Charity and copy in info@charitychallenge.com. If your chosen Charity agrees to your request they should in turn confirm this in writing to info@charitychallenge.com. There will be an administration charge of £30 to process your request and this should be paid within seven days. Your payment option will only be changed once the £30 charge has been paid and at this stage we will send a new authorisation request to your Charity.

SPONSORSHIP - Under the SF option, there is generally no minimum sponsorship requirement, but you will be asked to raise as much as possible for your chosen Charity. If however on your chosen challenge, there is a minimum sponsorship for a self-funder, it will be detailed on the website and confirmed in your login area. Under the MS and Flexi options, you may be asked to sign a professional fundraiser agreement by the Charity. If so, you must return this agreement to the Charity before they will authorise you to fundraise in their name and participate on the challenge. You agree that unless you raise the minimum sponsorship as indicated on the website and in your account area, you will not be entitled to participate in the challenge unless you pay the balance of your challenge travel and accommodation costs, and the Charity confirms in writing to us that they approve you as a participant.

Generally, under the MS and Flexi options no more than 49% of your fundraising will go towards your trip costs and at least 51% will be retained by your Charity. In some exceptional cases, your Charity may ask you to raise a higher amount of sponsorship than that noted on our website and in your account area. In this scenario, you will have the chance to accept the Charity's request to raise more, cancel your participation, or choose to support a different charity.

At least 80% of the minimum sponsorship must be received by the Charity no less than 7 weeks prior to the challenge departure date. Failure to do so will mean non-participation in the challenge and forfeiture of the registration fee. You

should aim to raise the remaining 20% and send it to the charity before your challenge departs, and at the very latest within four weeks of completing the challenge (unless stated otherwise by your charity). If you have successfully raised the minimum sponsorship (MS and Flexi options), the Charity will pay us the balance for your challenge arrangements. Any surplus of the sponsorship will be retained by the Charity.

You agree that you will not use the challenge to raise funds for any cause other than the Charity selected when booking. If you cancel, or you are required to withdraw from the challenge, you will be required to send all sponsorship money collected or received, directly to the Charity. This money will be retained by the Charity unless the sponsor has requested that it be returned to them in the appropriate section of the sponsorship form. When fundraising you must make it absolutely clear how much you are raising and how much of the sponsorship (under the MS and Flexi option) will contribute towards your costs. You must not start to collect sponsorship until you have received written confirmation of your booking from us. This will be your “confirmation” email and will be sent to you once you have been authorised by your Charity. All sponsorship money should be sent directly to the Charity and not to us. The sponsorship shall be treated as a donation to the Charity.

Where we facilitate an online fundraising page for your fundraising activity, this will be provided by a third party platform provider, and your usage of that fundraising page will be subject to their specific terms of use. Any questions or issues around its usability or the processing of donations should be directed to the platform provider. Charity Challenge do not accept any responsibility or liability for the provision of the online fundraising page service.

CUTTING YOUR CHALLENGE SHORT - Most participants complete the challenge they undertake. However, on occasions participants are obliged to cut the challenge short for reasons such as ill-health. If you are obliged to cut short the challenge for whatever reason, CC cannot provide a refund of National Park fees, flights or accommodation costs. Any additional accommodation and/or transfer fees, accommodation costs and any medical costs incurred will be your responsibility. For the avoidance of doubt, these will not be the responsibility of CC. CC requires that you take a credit card with you on the challenge to cover any such unexpected costs. CC are under no obligation to pay for any additional costs, but in the event that we do provide financial assistance, you hereby guarantee that you will personally reimburse us upon your return from the challenge.

MINIMUM NUMBERS AND PRICING SUPPLEMENTS - Our costs are based on a minimum number of people in the group (as indicated on our website). If the group is smaller or becomes smaller than this minimum prior to departure for whatever reason CC reserve the right to cancel the challenge. A full refund of challenge costs received to date (excluding administration fees) will be applicable. CC may offer the option to continue the challenge with less than minimum numbers; however, a small group supplement may be applicable. Where a small group supplement becomes applicable we will aim to communicate this to you no later than 6 weeks before departure. You will be liable for any small group supplement under the SF option and the Charity will be liable under the MS and Flexi options.

ACCURACY - We endeavour to ensure that all of the information and prices both on our website and in our brochures are accurate; however, the information and prices shown on the website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the website regrettably errors do occasionally occur, and we reserve the right to correct prices and other details in such circumstances. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

MEDIA - You give your consent that any photography (stills or video), recordings made or taken before, during, or after the challenge, which may include you in it, may be used in publicity material connected with Charity Challenge (or any of our associated brands) on our website and social channels, or that of our leaders, doctors, charity partners, corporate partners, in country suppliers, or any other promotional materials from time to time, and that we will retain all rights, title and interest in such photography or media made by us including but not limited to any royalties, proceeds, or other benefits derived from such material.

RISK AND HEALTH AND SAFETY - You understand fully that adventure challenges are not without risk. You therefore take part entirely at your own risk and agree to indemnify us, the Charity, our employees, agents, sub-contractors and suppliers against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this challenge arising from your own actions. The whole philosophy of this type of adventure travel is one which allows alternatives and a substantial degree of on-tour flexibility. The outline itineraries given for each challenge must therefore be taken as an indication of what each group should accomplish and not as a contractual obligation on our part. It is a fundamental condition of joining any challenge that you accept this flexibility and acknowledge that delays and alterations and their results are possible. You must be adequately fit to cover the distances and undertake the program set out in your challenge itinerary. If it is felt that any client is not sufficiently fit, healthy, properly equipped or able to complete a challenge without affecting its safety, comfort or progress, the challenge leader at any stage has the right to remove you from the challenge. We have a policy to not pay any ransom or make any payments to secure the release of hostages. Cyclists must wear a helmet when riding. All participants must wear safety clothing or equipment such as may be required in the country concerned or under the rules and regulations of any local service provider of any activity undertaken by you. For water-based activities you must be able to swim 50 metres fully clothed.

EMERGENCIES AND MEDICAL TREATMENT - It is a condition of joining a challenge that in cases of emergency we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf. You will be asked to provide the details for an emergency contact person on your booking. By providing these details, you give us authority to contact that person in an emergency, where you are unable to contact them yourself.

BEHAVIOUR - You must comply with the laws and regulations of the countries visited and comply with all reasonable instructions of the challenge leader relating to the safety and organisation of the challenge. Violent or threatening behaviour or language to others (in general) but specifically to other challenge participants or our staff or suppliers is totally unacceptable and will not be tolerated. If in our opinion, any Charity Challenge expedition leader, Charity Challenge expedition doctor, accommodation manager or other person in authority feels that you are behaving in such a manner as to cause danger, distress or annoyance to others or cause damage to property, your challenge arrangements may be terminated by us or the supplier concerned. In such an event, we shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party, or any costs that we incur, because of your conduct.

DOCUMENTATION - Please contact us immediately if any of the information you receive from us appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret that we cannot accept responsibility if you do not tell us about any mistake in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits, but you must meet any costs in doing so. The only exception to this requirement to meet any costs is where the mistake was made by us.

ACCOMMODATION - The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services. The challenge is generally based on using twin or triple accommodation (where applicable), and if you join a challenge alone, you will be partnered with another member of the same sex to share accommodation. On occasions, where necessary, we may use dormitory style accommodation where more people will have to share.

FORCE MAJEURE - Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and

acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, epidemic or pandemic (including but not limited to the ongoing effects of the COVID-19 pandemic), labour strikes, natural or nuclear disaster, fire, chemical or biological disaster and adverse sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control.

COMPLAINTS - We will do our very best to ensure that your travel arrangements go according to plan. However, if you have a complaint arising out of what we have agreed to provide for you please let us know at the earliest opportunity, if necessary by calling our office from wherever you may be. If a problem arises during your challenge, it is important that you advise the challenge leader and the supplier at the earliest opportunity who will endeavour to put things right. If the situation is not resolved, you should contact our 24-hour emergency phone. If your complaint cannot be resolved locally you should advise us within 28 days of the end of the challenge, in writing, with all other relevant information. Your letter will be given prompt attention and we will reply to you within 28 days. If you fail to follow this simple procedure we cannot accept responsibility, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem. Failure to complain on the spot may affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.

MEDICAL SUPPORT ON CHALLENGES - To provide medical support on some of our challenges, we sometimes engage qualified medical practitioners (doctors or paramedics) to join an expedition. Each practitioner has professional indemnity insurance in place for the country in which they qualified and practice. However, in our experience, few medical defence insurance policies provide cover for any practitioner taking part in such an expedition if sued directly by an individual of Canadian, American, Australian, Bermudan or Hong-Kongese nationality in the participant's home country court of law. You hereby acknowledge and fully understand that CC is a UK registered tour operator and that the practitioner's insurance provides that any claims against the practitioner brought in respect of negligent treatment must be brought under English Law and Jurisdiction for UK doctors, or alternatively against the practitioner in their own jurisdiction so that their insurance can be engaged. The practitioners will not be insured for claims brought in other jurisdictions, including the participants' home jurisdiction (if outside of the UK). You hereby acknowledge and understand that any cause of action you wish to make must be brought under English law and English jurisdiction (or the practitioner's home jurisdiction). You therefore agree not to bring a claim against any practitioner, other than in accordance with this clause. This clause in no way seeks to exclude liability for death or personal injury caused by the negligence of CC, its employees, agents, or suppliers.

CONDITIONS OF SUPPLIERS - Many of the services which make up your challenge are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

LAW AND JURISDICTION - You agree that the contract that you have with CC as well as any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England. You further irrevocably agree that the courts of England have exclusive jurisdiction to hear and/or settle any dispute or claim that arises out of or in connection with your agreement with CC.

SECTION B: PACKAGE BOOKINGS

This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see the 'definition of a Package' section directly below for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.

DEFINITION OF A PACKAGE - Where your booking is for a Package that we have organised, as defined below, we will act as a “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 (“PTRs”), as outlined in this Section B of these Booking Terms and Conditions.

A “Package” exists if you book a combination of two of the following separate travel services:

- (a) transport;
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances);
- (d) any other tourist service not intrinsically part of one of the above travel services;

provided that those separate travel services are purchased together from a single visit to our website and are selected by you before you agree to pay; or are offered, sold or charged at an inclusive or total price; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term. An example of where this will be the case is where you make a booking of a challenge that lasts more than 24 hours and/or includes overnight accommodation.

IMPORTANT NOTE: Please note that where you have booked a ‘Package’ that lasts for less than 24 hours and which does not include overnight accommodation, this booking will be treated as a “Single Component” booking and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

PRICING AND SURCHARGES - We reserve the right to amend the price of unsold challenges at any time and correct errors in the prices of confirmed challenges. We also reserve the right to increase the price of confirmed challenge solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; and
- (ii) the level of taxes or fees chargeable for services applicable to the challenge imposed by third parties not directly involved in the performance of the challenge, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) any additional costs arising from an epidemic, pandemic or similar.

Such variations could include but are not limited to cost changes which are part of our contracts with transport providers.

In the above circumstances, we reserve the right to increase the cost of the challenge payable by you or the Charity. You will be liable under the SF option for any price increase. The Charity will be liable under the MS and Flexi options.

If this means that you have to pay an increase of more than 8% of the price of your confirmed challenge (excluding amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another challenge if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the date that we inform you of the increase. Should the price of your challenge go down due to the changes mentioned above, then any refund due will be paid to you. There will be no change made to the price of your confirmed challenge within 20 days of your departure nor will refunds be paid during this period.

TRANSFERRING YOUR BOOKING TO SOMEONE ELSE – If you are considering cancelling your booking, we can assist in offering the following transfer process to get someone else to take your place. **This option may only be requested prior to cancellation of your place and cannot be applied retrospectively.** Therefore, if you wish to take advantage of this option, you must inform us and introduce your replacement before formally cancelling your place. Transferring your Booking to an alternative participant becomes increasingly difficult closer to the date of departure. If you or any member of your party is prevented from taking part, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the challenge;
- b. we are notified not less than 7 days before departure;
- c. any outstanding balance payments are paid in full, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in the 'cancellation by you' clause, below, will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Any request to transfer your booking should be put in writing to info@charitychallenge.com. Please note that any transfer of booking made must be to the identical challenge and departure date as the original booking. If you are able to comply with the conditions set out above, you should supply us with the replacement's name and valid email address immediately. We will then send a confirmation email to the designated replacement who should book and pay the challenge registration fee within seven days. Failure to act in accordance with the above procedure will result in the transfer request being cancelled and normal cancellation terms being applied to the original booking. Once the replacement has been authorised by their chosen Charity we will refund you (or the Master Booker, if the registration fee was paid on your behalf as part of a group booking) 50% of your original registration fee.

CANCELLATIONS BY YOU TO YOUR PACKAGE - Any request to cancel from a challenge must be confirmed to us in writing either to info@charitychallenge.com or by letter. In this instance please ensure it is sent by Recorded Delivery. Cancellations are only effective from the day that they are received by us. Your insurance policy (if you have one) may refund much of your costs if cancellation is due to certain specified factors. Cancellations will incur the following charges:

Cancellations made 36 days or more before departure (you will lose the registration Fee).

- 36 days or more before departure you will lose your registration fee.
- 22-35 days before departure you will lose 50% of total challenge cost.
- 21 days or fewer before departure you will lose the total challenge cost.

CANCELLATIONS BY YOU TO YOUR PACKAGE DUE TO UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES - You have the right to cancel your confirmed challenge before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your challenge destination or its immediate vicinity and significantly affecting the performance of the challenge or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

CHANGES AND AMENDMENTS BY YOU TO YOUR PACKAGE - In the event that you wish to change/amend/postpone a booking previously confirmed by us in writing we will make every effort to assist you. You will be charged a £30 administration fee for each such amendment and will be subject to covering any additional charges. You will also be

responsible for any unrecoverable charges or expenses in making such amendments. All changes will be subject to availability.

If you choose to postpone your participation on a challenge and wish to join another challenge, you should put your request in writing to info@charitychallenge.com or by letter. You will be charged a £30 administration fee to move challenges. If, by you moving challenge there is a direct cost to CC this amount will be deducted from your registration fee. If any direct costs chargeable to CC exceed your registration fee we reserve the right to turn down your request to move challenges. If your request to move is accepted, you must confirm the alternative challenge within one year of postponing from the first challenge. If the challenge you wish to move to has a higher registration fee, balance, or minimum sponsorship level, you will be responsible to pay the difference. Any payments associated with your change of challenge must be paid within 8 days of receiving an invoice. If your request to move challenge dates is received in writing by us 5 weeks or less prior to departure, it will be treated as a cancellation and re-booking and the standard cancellation charges will apply (as above.)

CHANGES AND CANCELLATIONS BY US TO YOUR PACKAGE - The itineraries and other details are published in good faith as statements of intention only and reasonable changes to the itinerary, vehicle and equipment use, may be made where deemed necessary or advisable. Sometimes this is due to improvements made as a result of client feedback. Other times, it has been made necessary through transport changes, changing weather patterns, wildlife movements, and other factors out of our control. While we will make all proper and reasonable efforts to maintain the advertised itinerary we do not guarantee that we can keep to the intended Itinerary. These amendments will be classified as insignificant changes and we therefore reserve the right to amend the itinerary of the challenge as and when it may become necessary to do so. If there is an insignificant modification before you depart, we will try to notify you but we are not obliged to pay any compensation.

Occasionally we may have to make a significant change to your confirmed challenge. Examples of “significant changes” include the following when made before departure; a change of challenge location or main activity, a change in departure city, or where the departure or return date is delayed for more than 24 hours. Should a significant change become necessary we will inform you as soon as reasonably possible. You may decide whether or not to accept the change. If we have to make a significant change we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

1) accepting the changed arrangements, 2) receiving a refund of all monies paid (other than travel insurance and any administration fees), 3) accept an offer of an alternative challenge of a comparable or higher standard from us if available (at no extra cost); or (4) accepting an offer of an alternative challenge of a lower standard if available, with a refund of the price difference between the original challenge and the alternative challenge.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, you fail to do so we will assume that you have chosen to accept the alternative booking arrangements.

We also reserve the right, in any circumstances, to cancel the challenges. However, in no case will we cancel your challenge less than 4 weeks before the scheduled departure date unless it is for reasons outside of our control. If we have to cancel your challenge before the date of departure (other than where Force Majeure or failure to raise the minimum sponsorship applies) we will offer you either (i) an alternative challenge of comparable type, though if the alternative offered is at additional cost, the difference in registration fee, Flexi balance will be payable by you and any difference in the balance will be payable by you (under the SF option) or the Charity (under the MS and Flexi option), or (ii) a full refund of all monies paid to us by you, at the point of cancellation, in either case being the only recompense which will be due to you. The operation of the challenge is dependent on a minimum number of persons booking the trip (as indicated on our website). Should less than the minimum number of people book any particular challenge, we reserve the right to cancel that challenge but (other than in exceptional circumstances) will not do so later than 4 weeks prior to the challenge departure date. In these circumstances, the registration fee (and

balance under SF and FX options if applicable) will be returned to you in full. Refunds of sponsorship money will be dealt with in accordance with the Challenge Costs clause. In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your challenge and no alternative arrangements are available.

Period before departure within which notice of Cancellation or major change is notified to you	Compensation payable per person
28 days or more	Nil
27 – 14 days	£10
13 days or less	£20

***IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- (a) where we make an insignificant change;
- (b) where we make a significant change or cancel your challenge more than 28 days before departure;
- (c) where we make a significant change and you accept the changed challenge or you accept an offer of an alternative challenge;
- (d) where we have to cancel your challenge as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your challenge due to Force Majeure (see the Force Majeure clause, below).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

OUR LIABILITY FOR PACKAGE SALES - (1) We will accept responsibility for the arrangements we agree to provide for you as “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these booking conditions, if we or our suppliers negligently perform or arrange those services and we don’t remedy or resolve your complaint within a reasonable period of time, you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into account all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the challenge). Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage or expense, cost or other claim of any description if it results from:-

- i. The act(s) and/or omission(s) of the person(s) affected;
- ii. The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- iii. Force Majeure (please see the Force Majeure clause, below).

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- i. **for loss of and/or damage to any luggage or personal possessions and money**, the maximum amount we will have to pay you is the excess of your insurance policy total because you are required to have adequate insurance in place to cover any losses of this kind.
- ii. **for claims not falling under 3(i) and which don't involve injury, illness or death** the maximum amount we will have to pay you up to three times the price paid by or on behalf of the person affected. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- iii. **for claims in respect of international travel by air, sea and rail, or any stay in a hotel**, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne / Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

(4) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or which relate to any business.

(8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(9) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note:

- (a) Our obligation in this respect is to provide accommodation only and does not extend to meals or refreshments; and
- (b) the three-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your challenge.

For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

INSOLVENCY PROTECTION FOR PACKAGES - In accordance with the UK Package Travel & Linked Travel Regulations 2018, Directive (EU) 2015/2302 or the local applicable law in the country of residence of the passenger(s) booking with CC are fully protected for the initial deposit and subsequently the balance of all monies received by us, including repatriation costs and arrangements, arising from cancellation or curtailment of your travel arrangements due to the insolvency of CC. The respective laws accordingly to the country of residence of the passenger(s) usually only requires us to provide cover for Package & Linked Travel Arrangements, there is no requirement for Financial Protection of day trips or single elements, and none is provided unless the local law requires such. If you have questions on this then please contact CC. CC has taken out an insurance provided by International Passenger Protection Ltd (IPP) with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. This insurance is only valid for passengers who book and pay directly with/to CC. In the event of our insolvency please make contact as soon as practically possible giving full details of what has happened quoting Challenges Un Limited.

For UK & Worldwide excluding EU Passengers: IPP Claims at Sedgwick, Telephone: +44 (0)345 266 1872, Email: Insolvency-claims@ipplondon.co.uk, or online at <http://www.ipplondon.co.uk/claims.asp>

For EU Passengers: IPP Claims at Sedgwick, Telephone: +31 103120666, Email: ippclaims@nl.sedgwick.com, or online at <https://www.ipplondon.co.uk/claims.asp>

PROMPT ASSISTANCE – If, whilst you are taking part in your challenge, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance, which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative arrangements or other such assistance you require. Any supplier or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

SECTION C – SINGLE SERVICE BOOKINGS

This section applies to all single service bookings that you make with us (e.g. a challenge that lasts less than 24 hours or does not include overnight accommodation) when we are acting in a Principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.

PRICING - The price of your single service booking will be confirmed at the time of booking.

We reserve the right to amend the price of unsold arrangements at any time and correct errors in the prices of confirmed bookings.

The price of your confirmed booking is subject at all times to changes in transport costs, such as fuel, which are part of our contracts with transport provider's; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in the currency exchange used to calculate your arrangements any or all of which may result in a variation of the price of your arrangements.

CHANGES BY YOU TO YOUR SINGLE SERVICE BOOKING - In the event that you wish to change/amend/postpone a booking previously confirmed by us in writing we will make every effort to assist you. You will be charged a £30 administration fee for each such amendment and will be subject to covering any additional charges. You will also be responsible for any unrecoverable charges or expenses in making such amendments. All changes will be subject to availability.

If you choose to postpone your participation on a challenge and wish to join another challenge, you should put your request in writing to info@charitychallenge.com or by letter. You will be charged a £30 administration fee to move challenges. If, by you moving challenge there is a direct cost to CC this amount will be deducted from your registration fee. If any direct costs chargeable to CC exceed your registration fee we reserve the right to turn down your request to move challenges. If your request to move is accepted, you must confirm the alternative challenge within one month of postponing from the first challenge. If the challenge you wish to move to has a higher registration fee, balance, or minimum sponsorship level, you will be responsible to pay the difference. Any payments associated with your change of challenge must be paid within 7 days of receiving an invoice. If your request to move challenge dates is received in writing by us 5 weeks or less prior to departure, it will be treated as a cancellation and re-booking and the standard cancellation charges will apply (as above.)

CANCELLATIONS BY YOU TO YOUR SINGLE SERVICE BOOKING - Any request to cancel from a challenge must be confirmed to us in writing either to info@charitychallenge.com or by letter. In this instance please ensure it is sent by Recorded Delivery. Cancellations are only effective from the day that they are received by us. Your insurance policy (if you have one) may refund much of your costs if cancellation is due to certain specified factors. Cancellations will incur the following charges:

Cancellations made 36 days or more before departure (you will lose the registration Fee).

- 36 days or more before departure you will lose your registration fee.
- 22-35 days before departure you will lose 50% of total challenge cost.
- 21 days or fewer before departure you will lose the total challenge cost.

CHANGES OR CANCELLATIONS BY US TO YOUR SINGLE SERVICE BOOKING - We may in exceptional circumstances be required to cancel your booking in which case we will provide you with a full refund of all monies paid. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

No refund will be paid if we cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to pay you compensation or meet any costs or expenses you incur as a result.

OUR LIABILITY FOR SINGLE SERVICE BOOKINGS -

- (1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the booking in question or any acts or omissions of the supplier, its employees or agents.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - (a) The act(s) and/or omission(s) of the person(s) affected;

- (b) The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause in the following ways:**

(a) Loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to £200 per person.

(b) Claims not falling under (a) above or involving injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
(a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement with you or where they are not advertised on our website or in any of our advertising material.