

# TERMS AND CONDITIONS (OVERSEAS)



**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.

**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 (in part or in full) 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 (as per your passport), email address, phone number and chosen charity. You will then have a period of two weeks to complete and provide the remainder of the information that we require, such as diet, allergies, next of kin, passport details 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.

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 15 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.

Please note that splitting your registration fee payments in two instalments is not possible on Group Bookings.

**INSOLVENCY PROTECTION** - We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser’s Licence number 6546, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk)

When you buy an ATOL protected flight-inclusive challenge from us you will receive an ATOL Certificate in your login area. 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all challenge or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay for flight inclusive packages originating in the United Kingdom.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we are not 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 under your

contract with CC 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). If the claim is successful, they will refund the monies paid by you directly back to you, and any monies paid on your behalf by the Charity will be returned to the Charity.

If we 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. Please note that ATOL bonding only applies to bookings that include international flights organised by CC and that originate in the UK.

Any sponsorship money that you send to the Charity (under the FX and MS options), which is intended to be paid to CC towards your challenge costs is held by the Charity on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the Charity's obligation to pay it to CC for so long as CC does not fail; and if CC fails, any money held at that time by the Charity, or subsequently accepted from you by the Charity, is and continues to be held by the Charity on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to CC.

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](mailto: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](mailto:ippclaims@nl.sedgwick.com), or online at <https://www.ipplondon.co.uk/claims.asp>

**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 airlines, 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.

Individuals taking part in the same Challenge may be booked on a group booking basis when a Challenge requires flight reservations. Due to certain airline booking systems, those on the same booking may have visibility to each other's personal data when retrieving flight details on the provider's platform (and through flight booking

correspondence sent by the provider). Such personal data may include name, dietary requirements and/or other information required by the airline to confirm a flight booking. If you have concerns regarding this, please contact us.

Additionally, where your challenge is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. However, all 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, whether in the EEA or not, 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. 16-17yr olds may also participate in challenges, with the agreement of, and when accompanied on the challenge by their parent or guardian.

**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 (whether paid in full or instalments) is non-refundable in the event of your cancellation unless we cancel the challenge for any reason other than Force Majeure situations.

More than five months before departure (on certain challenges), you may at the time of booking choose to pay your registration fee in instalments. This option is available only when booking online and paying by debit or credit card. You cannot pay your registration fee in instalments if making a Group Booking. Your card details will be securely stored, and the second registration fee instalment will automatically be debited from the same credit/debit card 31 days after the first instalment is paid. A £10 admin fee will be added to the first registration fee payment, for processing the split payments. Normal cancellation charges apply if you cancel your booking prior to the second instalment being taken. Failure to make payments in accordance with these booking conditions means your booking will be cancelled. Once your charity has authorised you, you'll have access to your login area including a receipt to confirm that your money is protected under the terms of our ATOL licence or IPP insurance (as applicable).

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, overseas airport taxes\*, government imposed fees\* and the costs of visas\*, vaccinations\*, additional food & drink, personal spending money, transport to and from the airport of departure in the UK, 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 twelve 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 plus the contribution towards air taxes and the fuel element of your international flights and if applicable the price increase (subject to the pricing and surcharges clause), at least ten weeks before departure. If you book within 12 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 twelve 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 ten weeks before departure. The Charity will then pay CC your remaining challenge costs. For both the MS and Flexi options, you will also be required to pay the contribution towards air taxes and the fuel element of your international flights as indicated on the challenge web page, no later than ten weeks before departure. 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, the contribution towards air taxes and the fuel element of your international flights, 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 10 weeks before departure. This may occur in the rare case, where an airline or 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. If we are required to invoice you for any early payment (as described above), this amount will be added to the Registration Fee, as the total amount that is non refundable in the event that you cancel your challenge with us, up to 70 days before departure. Please refer to the **CANCELLATIONS BY YOU** section below.

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](mailto:info@charitychallenge.com). If your chosen Charity agrees to your request they should in turn confirm this in writing to [info@charitychallenge.com](mailto:info@charitychallenge.com). There will be an administration charge of £60 to process your request and this should



be paid within seven days. Your payment option will only be changed once the £60 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 login 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. This may vary if a small group supplement or price increase is added to your charity's balance of challenge costs. 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 login 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 twelve 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.

**PRICING AND SURCHARGES** - Prices have been calculated in accordance with foreign currency exchange rates obtained on 08 May 2023.

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;
- (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 holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the challenge; and
- (iv) any additional costs arising from an epidemic, pandemic or similar.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other 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, and under the MS and Flexi options if the price increase specifically relates to fuel surcharges. The Charity will be liable under the MS and Flexi options for all non-fuel surcharge related increases. If this means that you have to pay an increase of more than 8% of the price of your confirmed challenge (excluding any insurance premiums, 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. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your challenge go down due to the changes mentioned above, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. 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.

**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 insurance premiums and 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.

**TRANSFERRING YOUR BOOKING TO SOMEONE ELSE** - 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 travelling, 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 balances are paid 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](mailto: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.

**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 prior to, during, or after the challenge, which may include you in it, may be used in publicity material connected with Charity Challenge on our leaders, charity partners, corporate partners, and our own website, on social media, or 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.

**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.

**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. If in our opinion, any airline pilot, 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.

**PASSPORT AND VISA REQUIREMENTS** - It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. We can provide general information about the passport and visa requirements for your trip, but this is for guidance only. Your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and /or Consulates before you travel. We can provide general information about any health formalities required for your trip, but you should check with your own doctor or travel clinic for your own specific circumstances. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Most countries now require passports to be valid for at least 6 months after your return date and



have two blank pages. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, ([www.fco.gov.uk/knownbeforeyougo](http://www.fco.gov.uk/knownbeforeyougo).) Non-British Citizens, including other EU nationals, should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport and visa requirements.

**COVID 19 REQUIREMENTS – WE STRONGLY RECOMMEND THAT YOU ARE FULLY VACCINATED, IN LINE WITH GOVERNMENT ADVICE, PRIOR TO TRAVELLING.** As with visas and general vaccinations, it is your responsibility to make sure that you have the right documentation to enter the country of your challenge and return safely to your home country. There are a number of requirements for travel overseas and this advice changes depending on the country/countries you are traveling to; it also changes depending on whether you are double vaccinated, unvaccinated or have had Covid recently. If you are not double vaccinated it is your responsibility to check the requirements surrounding covid as soon as possible and let us know ASAP if you require any further support pre departure or whilst in country (i.e. testing in country or pre departure). If additional services are required, this will be at your expense. If you are unable to take part because we cannot provide the services that you need as a result of being unvaccinated, you can either cancel your place (see our *CANCELLATIONS MADE BY YOU* clause) or look to postpone to a later date when you are double vaccinated (see our *CHANGES AND AMENDMENTS BY YOU* clause) or transfer your place to someone else (see our *TRANSFERRING YOUR BOOKING TO SOMEONE ELSE* clause). For the purpose of providing support information to you about covid requirements for your challenge country, we are assuming you are a British Passport Holder and that you are double vaccinated (the advice is taken from the British Foreign, Commonwealth and Development Office (FCDO)). As your challenge departs the UK from England, and returns to the UK in England, the information we provide will relate to travel to and from England. If you are travelling on to any other country, you must check if there are any additional measures that you need to take before re-entering that country.

**CANCELLATIONS BY YOU** - Any request to cancel from a challenge must be confirmed to us in writing either to [info@charitychallenge.com](mailto: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 may refund much of your costs if cancellation is due to certain specified factors. Cancellations will incur the following charges:

- Cancellations made 70 days or more before departure (you will lose the challenge registration fee and if applicable the extension registration fee, and any specific payments for which we have had to invoice you in advance of 70 days – see the **FOR ALL PAYMENT OPTIONS** section above).
- 56-69 days before departure (you will lose 40% of the total challenge cost).
- 29-55 days before departure (you will lose 60% of the total challenge cost).
- 15-28 days before departure (you will lose 80% of the total challenge cost).
- 14 or fewer days before departure (you will lose 100% of the total challenge cost).

Please note that on the London to Paris bike ride, you will lose 100% of the challenge cost if you cancel 28 days or less before departure.

**CHANGES AND AMENDMENTS BY YOU** - 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 £60 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 wish to extend your return flight, we are able to arrange it and if the change of date results in a more expensive ticket, you will be required to pay the difference. Please note you will not be able to amend the outward date. You should put your request (including the preferred return date) in writing to us by email to [flights@charitychallenge.com](mailto:flights@charitychallenge.com) or by letter. If we cannot confirm your requested change of return date, or if the resultant fare has an increased cost and you choose not to accept the flight, we will not charge you the admin fee. If

you choose to book your own flights you must confirm with CC before paying anything otherwise you may be liable for your included group flights (please contact [flights@charitychallenge.com](mailto:flights@charitychallenge.com) for further assistance).

If you choose to postpone your participation on a challenge and wish to join another departure date, you should put your request in writing to [info@charitychallenge.com](mailto:info@charitychallenge.com) or by letter. You can also request to transfer to an alternative international challenge in our wider portfolio (transfers from international to UK/Ireland challenges are not permitted). You will be charged a £60 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 you do not confirm an alternative challenge within this time frame, the cancellation terms will apply. If you have paid a registration fee for an extension organised by us this will be carried forward to your new challenge unless you notify us otherwise. If the challenge you wish to move to has a higher registration fee, balance, minimum sponsorship level or insurance premium, you will be responsible to pay the difference. Any payments associated with your change of challenge must be paid within 14 days of receiving an invoice. If your request to move challenge dates is received in writing by us eight 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** - 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 six 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 and insurance (if applicable) 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 six 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*
42 days or more	Nil
41 - 35 days	£10
34 – 28 days	£20
27 – 14 days	£30
13 days or less	£40

\*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 42 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.

**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, flights and accommodation costs and any medical costs incurred will be your responsibility. For the avoidance of doubt, these will not be the responsibility of CC. You must ensure that you have adequate travel insurance in place to cover these eventualities. CC requires that you take a credit card with you on the challenge to cover any such unexpected costs. In some cases, such costs can be extensive for example where a helicopter evacuation is required. You must ensure you have sufficient available funds to cover such emergencies. 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 (if not recoverable through your travel insurance policy) reimburse us upon your return from the challenge.

**FLIGHTS** - We are neither a carrier nor a provider of flight accommodation. Each journey (whether undertaken or not) by land, sea or air is governed by the conditions of the carrier. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available from the supplier. As all of our challenges are different, airlines used differ with each challenge. In prepared itineraries, transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance

requirements, the ability of passengers to check-in on time, and in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed. Internal flights are particularly vulnerable to change. We have no control and accept no liability whatsoever for cancellations and delays, which are subject to operational decisions by airlines and/or traffic control authorities. You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your challenge. If flight delays mean that any additional transfers are required to enable you to join the group these costs must be met immediately by you and if covered by your travel insurance policy, claimed at a later date.

If you wish to organise your own flights to the destination country, you will have to pay the registration fee at the time of booking. Under the SF option, we will invoice you for the balance of your challenge costs less the cost of UK group flights and air taxes. Under the MS and FX options, you will need to raise the same level of minimum sponsorship. We will invoice your charity for the balance of your challenge costs less the cost of the UK group flights and air taxes. It will be for the charity to process any refund to you in form of a revised sponsorship package. Please note that due to strict fundraising guidelines we are unable to process any refunds directly to you. Your charity is under no obligation to refund you and the final decision will rest with them in terms of your fundraising agreement. If you are joining the challenge locally (i.e. the country the challenge takes place in) our responsibility does not commence until the appointed time at the designated meeting point. If you fail to arrive there at the appointed time, we shall not be responsible for any additional expenses incurred by you to meet up with the group. No credit or refunds will be given if you fail to take up any component of your challenge, or if you lose, mislay or destroy any travel documents. In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_e](https://ec.europa.eu/transport/modes/air/safety/air-ban_e).

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Flight timings and carriers set out in our publicity material are subject to change and all details given to you are for guidance only.

**OUR LIABILITY** - (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.

**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. Your challenge may be taking place in a country where travel and accommodation standards are less developed than you are used to in the UK or your country of residence. 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 or large Bedouin style tents where more people will have to share.

**INSURANCE** - It is a condition of booking that you have a suitable travel insurance policy whilst participating on the challenge. We will ask you to upload the details of your travel insurance policy to your account area as evidence of the cover. If you do not provide such evidence of a policy, within 12 weeks of your challenge departure date, your place on the challenge may be at risk. We have chosen to partner with specialist travel insurance providers Campbell Irvine, who offer cover for an extensive number of adventurous activities. Cover is available directly from Campbell Irvine for most European residents and includes cover for emergency medical and repatriation and for your cancellation or curtailment of the challenge. Cancellation cover is very important as you need to consider protecting the charity you are raising funds for, as they may be contributing hundreds or thousands of pounds towards your challenge costs. You can view further details and buy the policy here. Challenges (Un) Limited t/a CHARITY CHALLENGE (Firm Ref 491848) are an Introducer Appointed Representative of Campbell Irvine Limited (Company Number: 1117838) who are authorised and regulated by the Financial Conduct Authority and whose status can be checked on the FCA Register by visiting [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on +44 (0) 800 111 6768.

**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, airline 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.

**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, labour strikes, natural or nuclear disaster, fire, chemical or biological disaster and adverse sea, ice and river conditions, epidemic or pandemic (including but not limited to the ongoing effects of the COVID-19 pandemic) and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the British Foreign Office.

**Brexit Implications:** Please note that certain challenges may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports etc. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

**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 UK 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 returning to the UK, 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. You can access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>.

**FOR NON-UK RESIDENTS OR NATIONALS ONLY** - In order to provide medical support on our challenges, we sometimes engage qualified UK doctors to join an expedition. Each doctor has professional indemnity insurance in place. However, no medical defence insurance currently provides cover for any doctor taking part in such an expedition if sued directly by an individual of Canadian, American, Australian, Bermudan and Hong-Kongese nationality in their home country court of law. For this reason, in order to protect our doctors who provide these professional services, you hereby acknowledge and fully understand that CC is a UK registered tour operator, that the Doctors which we may provide during the challenge to supply medical support to participants are qualified and operate under English Law and English Jurisdiction. You understand and are fully aware that the Doctors' insurance provides that any claims brought in respect of negligent treatment must be brought under English Law and Jurisdiction. The Doctors 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. You therefore guarantee not to bring a claim against any Doctor, 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.