

1. your contract: Your contract is made with Challenges (Un)Limited ("CUL") whose registered office is at: Northway House, 1379 High Road, London, N20 9LP, England (Company No. 03786692). These booking conditions have been formulated as a result of our responsibilities under law. They do not affect your statutory rights. Charity Challenge (the "challenges") is the concept of, is administered by, and is the trading name of CUL. We accept bookings subject to you agreeing the conditions set out below. When you book the challenge you undertake that you have the authority to accept and do accept these booking conditions. If you are signing the booking form as a parent or guardian (on behalf of an under 18 joining a challenge) you agree to accept these conditions on behalf of the child. A contract will exist when we issue you with an ATOL receipt for your deposit. These booking conditions form the entire agreement between ourselves and yourself. We hold Air Travel Organiser's Licence Number 6546 issued by the Civil Aviation Authority which provides for your financial protection and, if applicable, repatriation, in the event of our insolvency. Please note that ATOL bonding only applies to bookings that include international flights organised by CUL and that originate in the UK. No employee of CUL 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 Charity Challenge brochure.

2. participation: You need to be a minimum of 18 years old, in suitable physical condition to undertake the challenge as set out in the itinerary and be fully aware of the possible risks inherent in adventure travel. 15-17yr olds may also participate in any challenge with the agreement of their parent or guardian and if accompanied by a parent or guardian on the challenge who is of legal age. 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. It is in the interest of all members of the group that everyone should be capable of fully participating in the activities of their chosen challenge. With this in mind, please be aware that 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 happy progress, the challenge leader at any stage has the right to remove you from the challenge. Places are subject to availability and will be allocated on a first come, first served basis for those who properly complete the booking formalities. Bookings are non-transferable. We reserve the right on reasonable grounds to decline your request to participate in the challenge. Your entitlement to participate depends on our being satisfied that there are no circumstances under which we ought properly to decline your participation in the challenge. Our decision on your participation shall be final and binding. In any circumstances where we decide that you may not participate in the challenge your deposit (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. 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 must meet any expenses we incur as a result of your behaviour. You agree that any photography taken prior to, during, or after the challenge, which may include you in it, may be used in publicity material connected with the challenge, and that we will retain all rights, title and interest in such photography made by us including but not limited to any royalties, proceeds, or other benefits derived from such material. The challenge is 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. 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.

3. challenge costs: Your deposit is a contribution towards the cost of the challenge. To book on a challenge, you must pay the deposit (and if applicable) the insurance premium when completing the booking form. The deposit is non-refundable unless we cancel the challenge for any reason other than war, threat of war, civil strife, natural, man made or nuclear disaster, industrial dispute, bureaucratic obstacles, terrorist activity, adverse weather conditions, fire or similar events. On receiving your deposit we will issue you with a receipt to confirm that your money is protected under

the terms of our ATOL licence or International Passenger Protection scheme. 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. Payments made by credit card will incur a 2% fee. Confirmation of your successful booking will be sent to you within 14 days of our receiving your application. If the challenge is full, you will be provided with the dates of other departures, given the chance to book on another challenge, or refunded your deposit and insurance premium. 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).

Under the self funder option ("SF option"), you must pay the balance of your challenge costs and if applicable the price increase (subject to clause 5) at least eight weeks before departure. If you book within ten weeks of departure, the full cost should be paid at the time of booking.

Under the minimum sponsorship and flexi option ("MS" and "Flexi" option), we must receive from the Charity written confirmation that you have provided to them 80% of the minimum sponsorship and pledges for the remaining 20% at least ten 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 eight weeks before departure. The Charity will then pay CUL the remaining balance of your challenge costs. There is no additional payment required from you to us other than for amending your booking if applicable (as defined in clause 6), or if there is an increase in the cost of your trip as a result of fuel surcharges as described in clause 5).

You may not be able to change your payment option once your booking has been processed, so please consider carefully which option you select before completing the booking form. You are not entitled to participate in the challenge unless we have received from you or the Charity, cleared funds in respect of the deposit, the balance of your challenge costs, and if applicable the insurance premium. We reserve the right to treat any arrangements as being cancelled by you if such payment is not received on time.

4. sponsorship: Under the SF option, there is generally no minimum sponsorship, but you will be asked to raise as much as possible for the 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 information pack. 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 in the challenge. You agree that unless you raise the minimum sponsorship as indicated in your chosen challenge itinerary, 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. At least 80% of the minimum sponsorship must be received by the Charity no less than ten weeks prior to the challenge departure date. Failure to do so will mean non-participation in the challenge and forfeiture of the deposit. 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 otherwise stated 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, and 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 named in your booking form. 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. 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.

5. the effect of price increases: Prices have been calculated in accordance with foreign currency exchange rates obtained at 07 Jan 2009. The deposit is fixed at the time of booking and will not be subject to surcharges. The only exception to this is to allow for changes in costs by airlines or any government action including but not limited to new or increased taxes such as VAT, or in changes in embarkation or disembarkation fees, airport taxes or to allow for fluctuations in applicable exchange rates, fuel surcharges, if the challenge is booked more than 14 months prior to departure (see below) or if the number of participants is less than the minimum number required (as indicated on our website). Under these 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 and under the MS option if the increase specifically relates to fuel surcharges. The Charity will be liable under the MS and Flexi options for all non fuel surcharge related increases. Even in these cases, we will absorb an amount equivalent to 2% of the advertised challenge cost (excluding insurance premiums). Only amounts in excess of this 2% will be surcharged. Where we notify you or the Charity of a price increase in excess of 10% above the full cost and you or the Charity have not within 14 days notified us in writing that you or the Charity accept the same, we may terminate this contract.

For challenges booked more than 14 months before departure, the prices shown are not our final prices. Although we try to make these guideline prices as accurate as possible, they are based on historic prices and may be subject to change when we receive confirmed costings from our suppliers. In such cases, we will confirm the final price no later than eight months prior to departure, and reserve the right to pass on a surcharge if necessary. However, if the final

price is over 10% higher than the guideline price, you will be free to cancel with a full refund, or switch to a lower priced challenge. You must notify us of your decision within 14 days.

6. if you amend or cancel your participation: In the event that you wish to change a booking previously confirmed by us in writing (such as extending your return date), we will make every effort to assist you. You will be charged a £60 administration fee for any such amendments. All changes will be subject to availability. You will also be responsible for any unrecoverable charges or expenses in making such amendments (i.e. lost deposits on flights and hotels). 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 in writing to us by email to flights@charitychallenge.com or by letter. You must give a preferred return date with two other alternative dates, just in case the first choice is not available. If we cannot confirm your requested change of return date, or if the resultant fare increases by £50 or more 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 the Charity Challenge office before paying your deposit otherwise you may be liable for your included group flights (please contact flights@charitychallenge.com for further assistance).

If you choose to postpone your participation on a challenge and wish to join another challenge, you should put your request in writing by email to bookings@charitychallenge.com or by letter. It is at our sole discretion whether we will permit you to move challenges. If, by you moving challenge there is a direct cost to CUL this amount will be deducted from your deposit. If any direct costs chargeable to CUL exceed your deposit we reserve the right to turn down your request to move challenges. If your request to move dates is accepted, you must confirm the alternative challenge within one month of postponing from the first to bookings@charitychallenge.com. If the challenge you wish to move to has a higher deposit, balance, minimum sponsorship level or insurance premium, you will be responsible to pay the difference. If your request to move challenge dates is received in writing by us less than eight weeks prior to departure, it will be treated as a cancellation and re-booking and the standard cancellation charges will apply (as below.)

Any request to cancel from a challenge must be confirmed to us in writing, either to bookings@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 56 days or more before departure (you will lose the deposit).

43-55 days before departure (you will lose 40% of total challenge cost).

42-29 days before departure (you will lose 60% of total challenge cost).

28-15 days before departure (you will lose 80% of total challenge cost).

14 or fewer days before departure (you will lose the total challenge cost).

Please note that on UK events and London to Paris bike rides, you will lose 100% of the challenge cost if you cancel 28 days or less before departure. Most participants complete the challenge they undertake. However, if you are obliged to cut your challenge short due to ill-health or for any other reason, there is no refund of National Park fees, or flight and accommodation costs. Any additional accommodation and/or transfer fees, flight and accommodation costs are your responsibility. Please take a credit card to cover any such unexpected costs.

The total challenge cost consists of the deposit, second deposit (for Flexi participants) balance, fuel and / or currency surcharge (if applicable) admin fees and any extras (ie single room supplement, extension.)

For an explanation of how the cancellation charges are applied please see the [faqs](#).

7. if we amend the itinerary: 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. In an adventure challenge the itinerary may be and often is changed at short notice due to 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 and we therefore reserve the right to amend the itinerary of the challenge as and when it may become necessary to do so. In accordance with EU regulations we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows:- Air Berlin, Air China, Air France, Bangkok Airways, British Airways, China Southern Airlines, Ethiopian Airlines, Gulf Airlines, Iberia Airlines, Icelandair, Jet Airways, Kenya Airways, KLM, Lan Peru, Miata Mongolian Airlines, Nationwide Air, Precision Air, Qatar Airways, Royal Air Maroc, Royal Nepal Airlines, Siem Reap Airways, South African Airways, Sri Lanka Airlines, Star Peru, Thai Airways, Virgin Atlantic, Yeti Airlines. 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. If there is a minor modification before you depart, we will try to notify you, we are not obliged to pay any compensation. We are not liable for any penalty charges associated with connecting rail or air fares, in the event of a change to a challenge departure date, time, or airport. We therefore strongly advise you not to incur any non-refundable incidental expenses before we send you final joining instructions between two and three weeks prior to departure. Similarly, you are advised only to book fully flexible connecting transport and other arrangements (such as pre or post tour accommodation) which can be cancelled or changed without charge. 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 although you must let us know within seven days. A significant change includes one made to your travel arrangements before departure involving change of departure or arrival airport (other than between airports within the same city airport system) or if outward or return flights are rescheduled by more than 24 hours. If you do not wish to accept a significant change provided it does not arise from circumstances amounting to Force Majeure we will give you a full refund of your deposit excluding any insurance premium, which is the only recompense which will be paid to you. As we do not control the day-to-day management of your accommodation, it is possible that we may be advised that the reserved accommodation may not be suitable or available to you upon arrival. If this happens, we will endeavour to provide accommodation of at least the same standard in the same area. If we are required to change the itinerary during the challenge, the challenge leader will arrange the best alternative. This decision will rest on the sole judgement of the challenge leader. The decision of the challenge leader is final on all matters. Force Majeure: We are not responsible for changes which arise as a result of situations outside of our control such as technical or maintenance problems with means of transportation, changes imposed by re-scheduling or cancellation of flights by an airline or main charterer, epidemics or health risks, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather, closed or congested airports, ports or stations, bureaucratic obstacles or terrorist activity.

8. if we cancel the challenge: We reserve the right in any circumstance 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 paragraph 6 apply) we will offer you either (i) an alternative challenge of comparable type, though if the alternative offered is at additional cost, the difference will be payable by you (SF option) or the Charity (MS and Flexi option), or (ii) a full refund of your deposit, 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 (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 will not do so later than six weeks prior to the challenge departure date. In these exceptional circumstances, the deposit (and balance under SF option if applicable) will be returned to you in full along with any proportion of insurance premium (if applicable) returned to us at the discretion of our insurance company. Refunds of sponsorship money will be dealt with in accordance with clause 4. We will not be liable to you for any incidental expenses that you may have incurred as a result of your booking, such as visas, vaccinations and non-refundable connecting flights or trains.

9. our liability: Clients together with their personal property including baggage, are at all times solely at their own risk. We accept responsibility for what our employees, agents, sub-contractors and suppliers do or do not do providing that they were at all times acting within the scope of or in the course of their employment with us and for any deficiencies in the services we are contractually obliged to provide or the failure of such services to reach a reasonable standard. In any such case our liability shall be limited to a maximum of twice your contribution towards the original challenge cost. Please note that we will not be liable for any injury, illness or death or consequent losses by you or any member of your group unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of our employees, agents, sub contractors and suppliers in the performance of our obligations under this contract. We do not accept responsibility in respect of death, bodily injury or illness of any person participating in one of our challenges as a result of (but not limited to) physical exertion for which a participant is not prepared; forces of nature; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; lack of or limited access to medical attention in remote locations; and the adequacy of medical attention once provided; or where the cause was your fault, the actions of someone unconnected with the challenge arrangements. In all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:-

1. the fault of the person(s) affected or any member(s) of their party, or
2. the fault of a third party not connected with the provision of your challenge which we could not have predicted or avoided, or
3. an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care, or
4. the fault of anyone who was not carrying out work for us (generally or in particular) at the time.

Where the services in question consist of carriage by air, by sea or rail or the provision of accommodation, 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 accommodation arrangements). You can ask for copies of these Conventions from our offices. We do not accept any responsibility for disruption, inconvenience, cancellation or alteration to challenges due to problems caused directly or indirectly by computer problems, where these problems are not our fault or the fault of our suppliers or could have not have been avoided even though all reasonable care has been taken. If you book any additional activities locally, which are not a part of the original challenge itinerary, your contract is with the local company operating the activity and we have no liability or responsibility for the operation of the activity. You must if we are adjudged to have, or if we accept, liability for a claim that you make, assign to us any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your challenge or any death or personal injury you may suffer. You must also co-operate with us with any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible.

10. 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. In due course you will be provided with general information for British nationals about passport and visa requirements, information about health formalities required for the challenge, the arrangements for security for the money paid over and (where applicable) for your repatriation in the event of our insolvency, and the times and places of intermediate stops and transport connections and accommodation details. If you are not a British national other regulations may apply and you should check with the nearest embassy of the country you intend to visit. You must ensure that your travel documents, full ten-year passport (with a minimum of six months validity at the end of the challenge), visas, and vaccination certificates are in order. Visa regulations can change, and may do so at short notice and sometimes without announcement. Where we become aware of any changes to regulations, we will notify you if we are able. We cannot however be responsible for mistakes by embassies, sudden changes to regulations, or actions of border officials that are beyond our control. We are able to advise on mandatory health requirements, however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice. We cannot be held responsible if you do not check current requirements before your departure. If failure to obtain any such documents results in fines, surcharges or other financial penalty being imposed upon us then you shall reimburse us accordingly. We are not liable to you for any costs, expenses or other sums incurred by you as a consequence of a refusal to allow you into any country on the itinerary as a result of insufficient time on your passport or otherwise. The information in this agreement and in the documents supplied to you accompanying this agreement is correct at the date of print, and is given in good faith but without responsibility on the part of CUL. You should check with the relevant authority for the latest information prior to your challenge.

11. conditions of carriage/accommodation: We are neither a carrier nor a provider of accommodation. Each journey (whether undertaken or not) by land, sea or air is governed by the conditions of the carrier as set out in clause 9 above. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available for inspection at the offices of the carrier concerned. 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 should later be reclaimed under your insurance policy if applicable. 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 in order 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. 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. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services.

12. insurance: It is a condition of booking that you have a suitable travel insurance policy whilst participating on the challenge. We have a special policy which covers among other things, medical (emergency, evacuation and

repatriation) arrangements, cancellation and curtailment of the challenge, and more specifically for the adventurous activities undertaken on this challenge. For anyone participating on a Community Challenge it also provides cover for manual work on a building site. In situations where you cancel from a challenge less than 56 days prior to the departure date the insurance policy will also, (in the case of a successful claim) reimburse the charity for any losses they have incurred. Further details of the terms and conditions of the policy we recommend are available [here](#). If you have your own travel insurance policy, you must ensure that it provides at least the same level of cover as our recommended policy, including protecting the charity in the event of your cancellation less than 56 days to departure. If you choose not to purchase our recommended policy when you book we will send you a waiver which you should complete and return. Whilst we have taken steps, which we consider necessary to review our recommended travel insurance policy, it is not possible to anticipate every conceivable risk or accident that can occur on an adventure challenge. In addition, no insurance policy covers every possible accident that may arise. You are therefore requested to consider for yourself the wording of the policy that we offer. The policy covers residents (who have been so for more than twelve months) of the UK, ROI, Isle of Man and Channel Islands for a Charity Challenge event. It also covers all participants residing outside of the UK, ROI, Isle of Man and Channel Islands by way of an endorsement. All prices include UK Government Insurance Premium Tax @17.5 If you use your own policy for the challenge and extend your return flight, you will need to make sure that your travel insurance is extended to cover you for the full duration as travel policies are normally operative from home to home only. If you are forced to cancel your participation on the challenge, and you are covered under the terms of the Charity Challenge insurance policy, you hereby agree to make a claim for any costs that have been paid by the charity towards your challenge.

For all Charity Challenge departures Challenges (Un) Limited t/a CHARITY CHALLENGE (Firm Ref 491848) are an Appointed Representative of Global Travel Insurance Services Ltd (Firm Ref 305686) who are authorised and regulated by the Financial Services Authority and whose status can be checked on the FSA Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

13. risks: An adventure challenge is not without risks. You must be adequately fit to cover the distances and undertake the program set out in your challenge itinerary. 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. You take the risk that you will be able to satisfy all immigration customs or other authorities to be granted lawful access in to all the countries on the itinerary. If you are refused access, we do not accept liability for any costs and expenses you incur in resolving your difficulties or returning to the UK. We will give such assistance as we can in the circumstances without any obligation upon us to do so and without any liability for our actions on your behalf. We have a policy to not pay any ransom or make any payments in order to secure the release of hostages. Cyclists must wear a helmet meeting UK standards 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.

14. **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 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. 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 will result in the client's ability to claim compensation from us being extinguished or at least reduced. Please note that in any event any compensation payable for claims against us other than compensation for personal injuries will not exceed a maximum of twice your contribution towards the original challenge cost. Any dispute or difference between the parties arising out of or in connection with this agreement shall first be referred to mediation in accordance with the mediation procedures of the ADR Group of Grove House, Grove Road, Redland, Bristol, BS6 6UL. The mediator shall be agreed upon by the parties and failing such agreement within fifteen days of one party requesting the appointment of a mediator and providing their suggestion thereof, the mediator shall be appointed by the then President of the Law Society of England and Wales. Unless agreed otherwise, the parties shall share equally the costs of the mediation. If the dispute is not resolved by mediation within sixty days, or if one of the parties will not participate in the mediation, the dispute shall be subject to the jurisdiction of the English Courts.

15. data protection: In order to process the booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details. These will include, where applicable, your name and address, credit/debit card or other payment details and special requirements such as those relating to any medical condition which may affect the chosen challenge arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organisations who need to know them so that the challenge can be provided. We will also share certain information with the charity that you are supporting in order to operate the challenge. If you do not wish for the charity to retain this information on their database once the

challenge is complete, you must email (info@charitychallenge.com) or write to Charity Challenge, Northway House, 1379 High Road, London, N20 9LP, with the words "Charity not to retain my details once the challenge is complete". The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law. You agree that the information you provide to us and/or the Charity is accurate and that we may pass all necessary and relevant information, which we hold to our agents for the purpose of marketing and administering this challenge. We shall not subject any personal data about you to any processing except as may be required for the purposes of the challenge. In particular, we shall not make use of such personal data for promoting or marketing our own services (other than those applicable to the challenge) or other events and shall not transfer such personal data to any third party except as maybe necessary for the purposes of the challenge. For the purposes of the Data Protection Act 1998 we are a data controller. We have appropriate security measures in place to protect the personal details you give us. Where the travel arrangements are to take place outside the European Economic Area, (EEA), controls on data protection in the destination may not be as strong as the legal requirements in this country. Where you provide us with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA or not. If we cannot pass this information to the relevant suppliers, we cannot provide the travel arrangements.

16. jurisdiction: This contract and all matters arising out of it are governed by English law. English law will apply to the contract unless you live in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply. In the event that any clause or provision of these booking conditions shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this contract, which shall continue and be enforceable.