

## 1. Your Challenge

- (a) To enter this challenge you ("you"/"your") must complete the registration form (or on-line form) and return it to **Action Challenge ("us"/"we") at 3a Aberdeen Studios, 22-24 Highbury Grove, London, N5 2EA**. On receipt of a completed registration form & registration fee we will send you confirmation of your payment and an information pack containing full details of the event. Together these form a binding contract between you and us which are subject to these terms and conditions.
- (b) Your travel arrangements (for Irish departures), including transport and accommodation that are booked through us and are described within the event brochure and the challenge Information Pack are fully protected under our **CAR license number TA 0297**. Action Challenge is represented in the Irish Republic by **JustSplit.com (TA 0297 Commission for Aviation Regulation)**. To ensure adequate bonding and compliance with Irish travel trade licensing, all customer payments in respect of this event must be made to JustSplit.com. JustSplit.com is registered at 20 Rathfarnham Shopping Centre, Dublin 14.
- (c) We will try to accommodate your special requirements as detailed in your booking or personal details form (which will be sent to you) but we cannot guarantee that these will be provided and any failure in this respect will not constitute a breach of these terms and conditions by us.
- (d) This challenge is strenuous and you need to be healthy, fit and be well trained. You should consult a doctor if you have any doubts about your suitability to participate in this challenge, and abide by any advice given. You will be required to complete a medical questionnaire which forms part of the personal details form, and we may request a medical certificate from your doctor. You must keep us advised of any medical conditions that develop after you have sent us your medical questionnaire that may be relevant for your safe participation on the challenge. If whilst on the challenge our doctor or medic or challenge leader gives you specific safety or medical advice aimed at protecting your own welfare you will abide by this advice.
- (e) You must be at least 18 years old, and hold a passport which is valid for at least 6 months from the date of your return to the UK. If you are under 18 please contact us to discuss parental consent.

## 2. Registration Fee

The Registration Fee is non refundable, unless the Challenge is cancelled by us or Justsplit.com, or your completed medical questionnaire that forms part of the Information Pack precludes, in the opinion of our doctor, your participation in the Challenge and has been returned to us within 30 days of your initial (dated) registration form. You should have a suitable travel insurance policy with curtailment cover to protect yourself.

## 3. Information Pack

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

## 4. Challenge Price

- (a) We will guarantee the cost of all our suppliers in respect of your challenge once the final balance has been paid (by you or by a charity on your behalf).
- (b) Action Challenge will absorb 'Fuel Surcharges' imposed by the airlines operating the flights for the challenge event up to a level equivalent to 5% of the full 'self funding' price of the challenge trip that you have booked (excluding any extensions). Any remaining fuel surcharge balances based on this calculation will be invoiced to you, **regardless of which funding option you have chosen**, and will be due for payment 10 weeks prior to departure, by you to Action Challenge.
- (c) Action Challenge reserves the right to pass on to you, **regardless of which funding option you have chosen**, the cost associated with any new taxes that are imposed after 1<sup>st</sup> January 2011 which directly impact the cost of your trip, **and/or** increases in existing taxes after 1<sup>st</sup> January 2011, and will be invoiced to you, with payment due 10 weeks prior to departure by you to Action Challenge.
- (d) If due to fluctuations in foreign currency rates or for reasons beyond our reasonable control the cost of your challenge rises over 2%, then we reserve the right to increase the cost of your challenge.
- (e) If there is an increase in the price of your challenge of more than 9% as a result of any combination of the above (4(b), 4(c) & 4(d)) you have the right to cancel your booking and receive a full refund. We will inform you of any surcharge or price increase in writing and if you wish to cancel your booking then you must do so within two (2) weeks of receiving our letter or invoice or we shall assume you have elected to accept any surcharge or price increase and will be due for payment 10 weeks prior to departure, by you to Action Challenge.

## 5. Self-funding option

- (a) If you have chosen this funding option you are responsible for personally funding the cost of your place on the challenge. **Your final balance, as detailed on the registration form, is due ten (10) weeks before the date of departure** and we reserve the right to apply a 5% late payment charge and/or cancel your booking if your final balance is not received by this date and you will forfeit your Registration Fee.
- (b) If having paid the final balance you cancel your place on the challenge a cancellation will only be accepted in writing by us from the person who signed the registration form. **Cancellations will involve a cancellation charge as set out here:** Ten (10) weeks or more prior to departure-loss of registration fee, 69-36days prior to departure date-50% of the final balance, 35-15 days prior to departure date-70% of the final balance, 14-8 days prior to departure date-90% of the final balance, 7-0 days prior to departure date-100% of the final balance. Please note that this excludes insurance premiums you may have purchased or non-refundable amendment charges. Your cancellation may be covered by your Insurance policy and if so you should be able to reclaim cancellation charges, and you should have an appropriate policy in place.

## 6. Minimum sponsorship option for a charity partner of your choice

- (a) You will nominate your chosen charity on the event booking form and we will communicate with that charity to seek their formal authorisation for you to raise sponsorship monies for the challenge.
- (b) With a minimum sponsorship option for a charity that you have chosen you are classed as a professional fundraiser and will be asked to sign an agreement with the charity that you are fundraising for; this will be sent to you by the charity. You are required to raise at least a further sum in sponsorship as detailed upon the registration form, which is payable in **two instalments**.
- (c) The **first** instalment equal to at least 80% of the minimum sponsorship is due **ten (10) weeks** prior to departure. The second instalment which equates to at least the balance of the agreed minimum sponsorship is due two (2) weeks prior to departure. **Both fundraising instalments will be payable to the charity.** Any additional fundraising completed beyond the due date of the second instalment, should be passed to the charity as soon as is practicable.
- (d) If you are unable to reach the minimum sponsorship or instalment due dates, you are liable to forfeit your challenge place and your Registration Fee, unless the charity agrees otherwise with you and us.
- (e) You must make it clear to all your prospective sponsors that a part of your sponsorship money goes towards payment for you to take part in the event.
- (f) All sponsorship monies should be paid as specified by the charity that you have chosen.
- (g) Should you not be able to take up your place on the challenge for whatever reason, or chose not to for whatever reason, you will forfeit your Registration Fee and sponsorship donations made to the charity will not be refundable to you directly. Money will only be refunded by the charity directly to individual donors upon written request to the charity, unless agreed otherwise with the charity by you.

## 7. Mixed funding option – you pay a balance and also fundraise for a chosen charity

- (a). **Your balance, as detailed on the booking form, is due ten (10) weeks before the date of departure** and we reserve the right to apply a 5% late payment charge and/or cancel your booking if your balance is not

received by this date and you will forfeit your Registration Fee. This balance is subject to the same cancellation clauses as described in clause 5(b) above. You will also nominate your chosen charity on the registration form and we will communicate with that charity to seek their formal authorisation for you to raise sponsorship monies for the challenge as detailed on the registration form.

- (b) If you have committed to a mixed funding option for a charity that you have chosen you are classed as a professional fundraiser and will be asked to sign an agreement with the charity that you are fundraising for; this will be sent to you by the charity. In addition to your registration fee and the balance that you owe to action Challenge, you are required to raise at least the sum in sponsorship as detailed upon the registration form, which is payable in two instalments as detailed in **clauses 6(c), 6(d), 6(e), 6(f) and subject to clause 6(g)**.

## 8. Itinerary changes

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

## 9. Changes made by you

Each change must be made in writing or email and is always subject to availability. Changes must be made by the person whose signature appears on the registration form. We will always try and accommodate any changes requested; however, changes that you request will incur an administration fee per person/change of £50. A change in Challenge date will automatically incur a fee of £100. If you wish to change the name of the participant then you may be liable to a further surcharge at the discretion of any supplier or airline. You should note that some suppliers may charge a 100% cancellation fee for a name change and the cost of a replacement ticket.

## 10. Cancellation by us

- (a) In the event we have to cancel the challenge whether as a result of force majeure or another reason that makes it impractical to proceed with the challenge, we will provide you with a prompt and full refund of all monies that have been paid by you to us. Unfortunately we do not make any payments compensating for losses or costs you incur in the case of a cancellation and we exclude and limit all such liability to the full extent permitted under law.
- (b) Action Challenge and Justsplit.com reserves the right to cancel the challenge event if the anticipated number of confirmed participant numbers does not reach at least 15 persons at a point in time not less than 16 weeks prior to the scheduled departure date, and refund all monies paid by you to Action Challenge, or to transfer you to an alternative departure date that is acceptable to you.

## 11. Delays and force majeure

We and/or Justsplit.com do not accept liability for any delays in your travel arrangements, or reasonable changes to your itinerary in the event of Force Majeure. Force Majeure means any unusual or unforeseen circumstances beyond our reasonable control including but not limited to an act of God, war, accident, failure of power supply, abnormal weather, fire, explosion, labour disturbance, flight delays, bad weather, or the issue of any travel advice by the Foreign and Commonwealth Office advising against travel to any destination included within your challenge.

## 12. Flights, Airlines & Suppliers

- (a) You must check all information sent to you by us and make sure that you arrive at the airport in sufficient time. Airlines sometimes change aircraft and flight times without advance warning so you are asked to check carefully your departure and check in times on your documentation.
- (b) All our flights are arranged through scheduled airlines and we are bound by their terms and conditions and regulations and we cannot be held responsible for any delays, cancellations or over bookings.
- (c) Changes made by airlines and/or airport destinations will not constitute a material change to your challenge entitling you to cancel, subject to clause 8.
- (d) Inappropriate behaviour, including drunkenness or rowdiness may lead to the transport carrier refusing carriage and alternative transportation may have to be arranged at your own cost.
- (e) Liability in respect of all carriage by air, sea, rail and/or road is strictly limited to that under any relevant international convention or set of rules governing such carriage and where applicable subject to clause 15 below.

## 13. Other obligations to you

- (a) We accept liability for negligent acts and/or omissions by us, our employees, agents, suppliers or sub contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your challenge arrangements that we are contractually obliged to provide. We will therefore pay such damages as may be awarded under English law.
- (b) We exclude and limit all other liability to the extent permitted under law and damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your travel arrangements or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of your travel arrangements or a force majeure event or other unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even if all due care had been exercised.

## 14. Travel insurance

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

## 15. Visas and Other Requirements

We will send you details of visa requirements along with advice for all compulsory inoculations which are known about at that time. It is your responsibility to ensure these requirements are in place prior to departure, and we accept no liability if you are denied entry to any country, port or airport detailed on the itinerary or within the information pack on account of your failure.

## 15. Law and jurisdiction

Any dispute which may arise between the parties concerning these terms and conditions shall be exclusively determined by the appropriate courts in the appropriate jurisdiction.