

## **TERMS AND CONDITIONS OF BOOKING**

The Big Issue Foundation Scotland does not provide any element of the Event, but acts solely as the agent of Discover Adventure Ltd for the purpose of administering Participants' booking of the Event with DAL. The Big Issue Foundation Scotland and DAL do not act as partners in relation to any aspect of the Event. In DAL's dealings with the Participants or suppliers, DAL is not an agent of The Big Issue Foundation Scotland for any purpose.

### **PAYMENT**

You will pay to DAL a non-refundable deposit to register your interest in the Event.

The cost of your participation in the Event does not form a part of the overall value of the fundraising raised by you and received by The Big Issue Foundation Scotland. From those sums received by The Big Issue Foundation Scotland, The Big Issue Foundation Scotland will pay to DAL the cost of your Event arrangements.

### **FINANCIAL SECURITY**

DAL is fully bonded and licensed by the Civil Aviation Authority for your financial protection. Under the terms of the bonds, monies are secured by insurance guarantees. DAL's ATOL number is 5636.

### **PASSPORTS, VISAS & VACCINATIONS**

You are responsible for arranging, and must be in possession of, a valid passport and any visas and vaccination certificates required for the whole of your journey. Information given by The Big Issue Foundation Scotland and DAL about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith, but without responsibility on The Big Issue Foundation Scotland nor DAL. It is your responsibility to obtain any necessary vaccinations for the Event and to do so well before the departure date. Neither The Big Issue Foundation Scotland nor DAL accept any responsibility if your documents are not in order.

### **TRAVEL INSURANCE & CANCELLATION INSURANCE**

Travel insurance, including cover for baggage, is mandatory for all Participants whilst on the Event. Other than liability arising from negligence in respect of death or personal injury caused by DAL or its staff, you (the Participant) travel, together with your personal property including baggage, solely at your own risk at all times. You are wholly responsible for arranging your own insurance and if you join the Event without adequate insurance you may not be permitted to continue, with no right to a refund. If you choose not to take out DAL's specially arranged Travel/Cancellation insurance you are responsible for ensuring that you have adequate private travel insurance, with protection for the full duration of the Event in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you make your own arrangements you should ensure that there are no exclusion clauses limiting protection for the type of activities included in the Event. You must satisfy yourself that any travel insurance arranged through DAL meets your requirements and you should arrange supplementary insurance if need be. Any claims concerning matters for which you are required to be or are insured must be directed to your insurers. You will be deemed to have read the insurance cover. All Participants are personally responsible for informing insurance companies of any pre existing conditions.

### **MEDICAL FORM**

The Event in which you will be participating is challenging and will require a good level of fitness, strength and endurance and it is your responsibility to ensure that you have the appropriate level of fitness to undertake the activities therein. As part of your registration on the Event you must complete a medical questionnaire and DAL reserves the right to obtain further information from you and/or your GP relating to any medical condition that they may at any time be concerned about and they also reserve the right to refuse entry to any Participant that they feel is not medically fit to take part. If your medical condition changes in any way after completing this medical questionnaire and before the Event departure date, then you must inform DAL of these changes. If you are aged over 65 years of age or if you have any medical condition that could be adversely affected by exercise, particularly but not limited to a heart condition or asthma, you must also provide DAL with a medical certificate from your doctor.

By accepting these terms you are confirming that, to the best of your knowledge, your general state of health is good, you have the appropriate level of fitness to take part in the Event and that you take full responsibility for your health and personal well-being.

### **EVENT AUTHORITY**

You agree to abide by the authority of the Event Leader, employed by and who represents DAL to oversee the Event and whose decision as to conduct, itinerary and objectives of the Event is final. You must always comply with the local laws, customs and drug regulations of the country/ies you are visiting. If you commit any illegal act or if, in the opinion of the leader, your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group or that your general well-being will be put at risk by continuing with the Event, the Event Leader may at any time terminate your participation in the Event and you may be asked to leave without the right to any refund for services utilised. In such an event DAL will no longer have any responsibility or liability towards you. Neither The Big Issue Foundation Scotland nor DAL will make any refunds, pay compensation or meet any costs or expenditure you incur as a result. Further more you must meet any expenditure we incur as a result of your behaviour.

### **CHALLENGE PARTICIPATION**

We accept your booking on the understanding that you realise the hazards involved in this type of Event, including injury or death, disease, loss or damage to property, and that you come on the Event at your own risk. You must ensure you are in suitable physical condition to undertake the Event as per the outline itinerary. Other than liability for

negligence in respect of death or personal injury caused by DAL and its staff, neither The Big Issue Foundation Scotland nor DAL accepts any liability for any injury resulting from the hazards of trekking, cycling or any other activity included or not included in the itinerary, or for any other mishaps to yourself or your property or personal effects (which you should adequately insure against loss, theft and damage), or by reason of any representation (unless fraudulent), or for consequential, economic or indirect loss or damage or as a consequence of flight cancellations, strikes, local political conditions, wars, terrorist activity, riots, civil strife, industrial disputes, sickness or unforeseeable circumstances or events outside DAL's reasonable control. Subject as aforesaid, DAL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with its performance or contemplated performance, is limited to twice the price paid by you for the Event. Any independent travel arrangements that you make are also at your own risk. Any safety equipment supplied for activities must be worn correctly at all times.

### **ITINERARY**

While DAL endeavours to follow the published itinerary there may be exceptional circumstances when it is not possible to do so. Due to the nature of the Event arrangements have to be planned well in advance, so changes may have to be made and DAL reserves the right to cancel or modify the itinerary as necessary. Should a material change be necessary DAL will inform you as soon as reasonably possible. A material change includes, for example, a significant change of destination, route, a change of flight time by more than 12 hours or a change of airport. If DAL is forced to cancel your travel arrangements any refunds or compensation available will be paid (if applicable) to The Big Issue Foundation Scotland .

### **TRAVEL/FLIGHTS/DELAYS**

The timings of air, road or rail departures are estimates only. Neither The Big Issue Foundation Scotland nor DAL can accept liability for any delay in your flight from or to the UK, whether the cancellation or delay is caused by adverse weather conditions, rescheduling by an airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action or any event outside DAL's reasonable control. Where long flight delays result in lost challenge time, no refunds are given by hotels or suppliers. Similarly, airlines do not offer compensation for flight delays. In recognition of the above DAL's travel insurance policy offers some monetary compensation for flight delays over 12 hours to cover lost time or delayed return. DAL will give no refunds or compensation for lost time or for any services included in the itinerary not utilised.

Any flights forming part of the Event arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with International Law and conventions. Neither The Big Issue Foundation Scotland nor DAL accepts any liability for failure by air carriers, sea carriers, rail carriers or hotel keepers to fully provide any services to be supplied by them.

### **EQUIPMENT**

If you take your own equipment on the Event you are responsible for any charges for transportation levied by the airline, including excess baggage charges. In the event that any equipment (whether hired or not) is delayed or lost on the outward journey, neither The Big Issue Foundation Scotland nor DAL will be responsible financially or otherwise for your inability to start or continue the Event, unless such delay or loss is due to the negligence of DAL or its staff.

### **CANCELLATION**

If you cancel your participation in the Event, then there will be no refund payable to you as your sponsorship was raised for charitable purposes. Any balance of the sum paid to DAL by The Big Issue Foundation Scotland for your arrangements, after deduction of cancellation charges which have been agreed with The Big Issue Foundation Scotland will be repaid to The Big Issue Foundation Scotland. If cancellation occurs due to unusual and unforeseeable circumstances beyond our control such as national emergency, natural disaster, fire, extreme bad weather, or other such events (acts of force majeure), then we will advise you as soon as it is reasonable to do so. If the Event is cancelled due to Force Majeure, any refunds due would be paid to The Big Issue Foundation Scotland subject to the terms of their agreement with us.

### **IF YOU HAVE A COMPLAINT**

Should you have a complaint about any of the Event arrangements, you must immediately tell both the relevant supplier, a BIG ISSUE FOUNDATION SCOTLAND representative and DAL's representative at the time. It is only if DAL and the relevant supplier know about problems that there will be the opportunity to take appropriate action.

### **MINIMUM AGE**

Participants must be over 18 years of age.

### **PARTICIPANTS**

Both The Big Issue Foundation Scotland and DAL reserve the right to refuse participation to anyone at any time without having to disclose the reason.