

Help for Heroes Challenge Agreement

The terms and conditions set out below form the basis of your relationship with Discover Adventure Limited ("DAL") of Throope Down House, Blandford Road, Coombe Bissett, Salisbury Wiltshire, SP5 4LN and Help for Heroes for whom you have chosen to raise funds ("Help for Heroes"). Please read them carefully as they set out each party's respective rights and obligations. All bookings are subject to the following terms and conditions.

Background

DAL facilitates the raising of funds for charities by providing adventure trips. Persons wishing to raise monies for the charities concerned must raise at least the minimum sponsorship monies applicable for their chosen trip. The cost of the trip is paid to DAL out of the sponsorship monies raised and the remaining sponsorship monies are kept by Help for Heroes.

All parties agree the following:

Definitions.

1. In this Agreement, the following words shall have the following meanings unless the context otherwise requires:-

- (i) "this Agreement" means this Agreement including all schedules, appendices, amendments and additions.
- (ii) "the Trip" means the inclusive arrangements, flights, accommodation, car hire and all other products and services provided by DAL pursuant to this Agreement.
- (iii) "the Organiser" means the organiser as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992 (Statutory Instrument 1992 No. 3288) and any amendment or re-enactment of the same and all other legislation implementing the EC Directive on Package Travel, Package Holidays and Package Tours (Council Directive 90/314/EEC).
- (iv) "the Registration Fee" means the registration fee payable to DAL for the Trip. This is payable in addition to the Fund Raising Target.
- (v) "the Fund Raising Target" means the minimum amount of money that you must raise in order to take part in the Trip.
- (vi) "the Trip Cost" means the cost of the Trip due to the Organiser which forms part of the Fund Raising Target, being the basic trip cost advised at the time of booking and all airline fuel supplements and taxes as referred to in clause 11, together with any other amounts you agree to pay the Organiser for the Trip.
- (vii) "you" and "your" means the participant named on DAL's registration form.

Section A

Who organises the Trip?

1. DAL is the Organiser of the Trip. Please note DAL's responsibilities are limited to the provision of the Trip in accordance with this Agreement. Except in relation to monies paid to Help for Heroes and held by them on DAL's behalf in accordance with clause 2.5, DAL has no responsibility for any payments made to Help for Heroes or for any act(s) or omission(s) of Help for Heroes.

What is the Payment Timetable?

- 2.1 (i) You must pay the Registration Fee direct to DAL at the time of booking.
- (ii) You must pay the Fund Raising Target direct to Help for Heroes as per the payment instalment dates stated by Help for Heroes.

2.2 If you wish to purchase the insurance offered by DAL all applicable premiums must be paid as soon as possible as cover is not effective until these have been paid. Please see clause 8.

2.3 Credit Card payments: No credit card fee will be charged when paying the Registration Fee. A fee of 2% will be charged on all other credit card payments made to DAL (for example the Trip Cost.) Credit card charges on payments made to Help for Heroes are at the discretion of Help for Heroes.

2.4 For flight and non flight inclusive bookings, all monies paid to Help for Heroes (if any) up to the full amount of the Trip Cost will be held on DAL's behalf until they are paid to DAL or refunded to you. Please note: this clause only applies to monies paid to Help for Heroes up to the full amount of the Trip Cost. Monies paid to Help for Heroes over and above the Trip Cost belong to Help for Heroes.

What happens if I fail to pay all monies on time?

3.1 If DAL or Help for Heroes (as applicable) do not receive all payments due from you (including any surcharge where applicable) in full and on time, (as per the instalment dates stated by Help for Heroes) your place on the trip will no longer be guaranteed; further surcharges may be applicable. DAL will be entitled to keep the Registration Fee paid or due at that date. If you intend to cancel but have not notified DAL in writing of your intent to cancel by this date, you must pay the cancellation charges shown in clause 14 depending on the date DAL reasonably treats your booking as cancelled.

What are your responsibilities?

4.1 You must not do anything or fail to do anything which is reasonably likely to bring Help for Heroes and/or DAL into disrepute whether before during or after the Trip.

4.2 You must ensure that all information you give DAL and/or Help for Heroes including all information provided on DAL's registration and insurance forms and medical questionnaire is complete, true and accurate. If you fail to do so, DAL and/or Help for Heroes shall be entitled to cancel your booking and DAL shall be entitled to keep the Registration Fee you have paid. Depending on the date when DAL and/or Help for Heroes discover that you have failed to comply with the provisions of this clause DAL will also be entitled to charge the cancellation fees set out in clause 14. See also section headed "DAL's Liability."

What happens to the information I provide?

5. Where necessary DAL provides the personal information given by you to the various suppliers who provide each element of the Trip (for example airlines). DAL also

provides this information to other bodies such as credit card and insurance companies who need to know them in order that payments can be processed and cover provided (where applicable). Personal information shall also be provided to Help for Heroes for whom you are raising funds. DAL will also use your personal details in order to send you further information regarding DAL (for example DAL's brochure.) If you do not wish DAL to use your details in this way, please let them know.

Section B

Itinerary

1. DAL starts planning the trips it offers many months in advance. Occasionally, DAL has to make changes to planned trips both before and after bookings have been confirmed. Whilst DAL always endeavours to avoid changes and cancellations, DAL must reserve the right to do so.

Most changes are minor. Occasionally, DAL has to make a "significant change". A significant change is a change made before departure which, taking account of the information you give DAL at the time of booking and which DAL can reasonably be expected to know as the Organiser, DAL can reasonably expect to have a major affect on the Trip. Significant changes are likely to include the following changes when made before departure; a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether. If DAL has to make a significant change or cancel, DAL will tell you as soon as possible. If there is time to do so before departure, DAL will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements
- (b) purchasing an alternative trip from DAL, of a similar standard to that originally booked if available. DAL will offer you at least one alternative trip of equivalent or higher standard which will not cost any more than the Trip Cost. If this trip is in fact cheaper than the original one, DAL will refund the price difference to you (if you have paid the Trip Cost to DAL directly yourself) or Help for Heroes (if DAL have received the Trip Cost from Help for Heroes). If you do not wish to accept the trip DAL specifically offers you, you may choose any of DAL's other then available trips. The price of these may be higher or lower than the Trip and will be payable.
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies (including the Registration Fee) you have paid directly to DAL. Please note: where Help for Heroes has paid the Trip Cost to DAL, DAL will refund that Trip Cost to Help for Heroes (See "Refunds and Compensation" below.)

Please note, the above options are not available where any change made is a minor one.

If DAL has to make a significant change or cancel, DAL will as a minimum where compensation is due pay you reasonable compensation payments depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where DAL are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond DAL's control, the consequences of which DAL could not have avoided even with all due care or where DAL is forced to cancel due to the minimum number of participants required for the Trip not being reached. No compensation will be payable and the above options will not be available if DAL cancels as a result of your failure to comply with any requirement of these booking conditions entitling DAL or Help for Heroes to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given DAL at the time of booking or which DAL can reasonably be expected to know as the Organiser, DAL could not reasonably expect to have a significant effect on the Trip.

Very rarely, DAL may be forced by "force majeure" (see "DAL's Liability" below) to change or terminate the Trip after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, DAL regret it will be unable to make any refunds (unless it obtains any refunds from its suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

Challenge Participation and responsibility

2. The Trip may involve hazards which are inherent to the activities involved in it. These inherent hazards increase the risk to participants of personal injury, death, illness, and/or loss or damage to property. By making your booking with DAL you acknowledge and accept the inherent hazards involved in the Trip. Except as set out in this Agreement, DAL cannot accept any liability for any personal injury, death, illness, loss or damage to property or any other loss or damage you incur as a result your participation in the Trip. Helmets when cycling or safety equipment supplied for all other activities must be worn correctly at all times.

What about Flight delays?

3. DAL regrets it is not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. DAL cannot accept liability for any delay which is due to any of the reasons set out in "DAL's liability" (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time).

Do I need Travel Insurance?

4. Travel insurance, including cover for baggage, is mandatory for all clients whilst on a tour organised by the DAL. Other than liability arising from negligence in respect of death or personal injury caused by DAL or its staff, you 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 tour without adequate insurance you may not be permitted to continue, with no right of 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 tour 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 tour. You are responsible for providing proof of this cover to DAL; failure to do so by its deadline may result in DAL charging you for its insurance.

You must satisfy yourself that any travel insurance arranged through DAL meets your requirements and you should arrange supplementary insurance if need be. You are responsible for notifying DAL if you have not received insurance documentation after DAL has taken payment. 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.

Do you require Medical Details?

5. DAL requires a completed medical questionnaire from each participant. If you are aged over 65 years of age or if you have any medical condition that could be adversely affected by exercise, particularly a heart condition or asthma, you must provide DAL with a signed medical questionnaire and further information as necessary from your doctor. See also Section A clause 4.2 above.

What if I have a Complaint?

6. Should you have a complaint about any part of the Trip, you must tell both the relevant supplier and the tour leader at the time. It is only if DAL and the relevant supplier know about problems that there will be the opportunity to put things right. Any complaints must be communicated to the tour leader in writing immediately while on tour and to the office no later than 28 days after the return of the tour.

Will the Price of the Trip increase?

7. DAL reserves the right to make changes to and correct errors in advertised prices at any time before your trip is confirmed. DAL will advise you of any error of which DAL are aware and of the then applicable price at the time of booking.

Please note, the Trip Cost you agree to pay consists of the basic trip cost advised at the time of booking and the full amount of any fuel supplement or taxes imposed by any airline providing flights which form part of your Trip together with any other amounts you agree to pay the Organiser for the Trip. Due to their fluctuating nature, airline fuel supplements and taxes are not included in the basic trip cost advised at the time of booking, but are payable in full in the amount confirmed by the airline approximately 6 – 8 weeks prior to commencement of the Trip. This amount is not a surcharge as it is part of the total Trip Cost you agree to pay at the time of booking, and the surcharge provisions set out below will not apply to it.

Once the Trip Cost has been confirmed at the time of booking, DAL will only increase it in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if DAL's costs increase as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges) which are part of the contract between airlines (and their agents) and the Organiser or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at or airports increasing or DAL's costs increase as a result of any changes in the exchange rates which have been used to calculate the cost of the Trip.

Even in the above cases, only if the amount of the increase in DAL's costs exceeds 2% of the Trip Cost (excluding insurance premiums and any amendment charges), will DAL levy a surcharge. If any surcharge is greater than 10% of the Trip Cost (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of the Registration Fee and the Trip Cost if you have paid these directly to DAL. DAL does not refund amendment charges. If DAL has received the Trip Cost from Help for Heroes, this will be refunded to Help for Heroes. Alternatively you purchase another trip from DAL as referred to in "Itinerary" above. 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.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another trip. If you do not tell DAL that you wish to do so within this period of time, DAL are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the Trip or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

DAL promises not to levy a surcharge within 30 days of the start of the Trip.

Please note, changes and errors occasionally occur. You must check the price of your chosen Trip at the time of booking.

Equipment

8. Clients taking their own equipment and bike on tour are responsible for any charges for transportation levied by the airline including excess baggage.

Participants

9. DAL and/or Help for Heroes reserve the right on reasonable grounds to refuse participation to anyone at any time without having to disclose the reason. Your entitlement to participate depends on our being satisfied that there are no circumstances under which DAL ought properly to decline your participation. DAL's decision on your participation shall be final and binding. DAL however will not exercise this right without having clear grounds to do so. In any circumstances where DAL decides that you may not participate your Registration Fee and insurance premium will be refunded to you in full.

When you book with DAL, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against DAL (together with DAL's own and the other party's full legal costs) as a result of your actions.

What if I want to cancel?

10. If you wish to cancel, Help for Heroes must receive notice in writing from you.

If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel insurance, you hereby agree that you will co-operate in the recovery of these charges from the insurers and any sums recovered under the policy will be paid to Help for Heroes.

With regards to any monies paid to Help for Heroes over and above the Trip Cost, no refund of these will be payable to you in the event of your cancellation of your booking as these monies were raised for charitable purposes.

Passport, vaccinations and visas

11. 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 DAL about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but requirements may change and you must check the up to date position in good time before departure. It is your responsibility to obtain any necessary vaccinations for your tour and to do so well before the departure date.

Registration form

12. Signing your registration form or submitting your online booking form signifies your agreement to abide by the authority of the leader, who represents Discover Adventure Ltd. The decision of the leader as to the conduct, itinerary and objectives of the tour is final. If in the opinion of the leader, your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole or that your general well-being will be put at risk by continuing with the Open Challenge, you may be asked to leave the tour without the right to any refund for unused services.

Consumer protection

13. Bespoke challenge events are protected by ATOL and AITO Trust, since DAL is a member of AITO and holds an Air Travel Organisers Licence granted by the Civil Aviation Authority. DAL's ATOL number is 5636. In the unlikely event of DAL's insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to DAL for an advanced booking. For further information visit the ATOL website at www.atol.co.uk.

DAL's Liability

14. (1) DAL promises to make sure that the Trip arrangements DAL has agreed to make, perform or provide as applicable as part of its contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, DAL will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of DAL, DAL's employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against DAL. In addition, DAL will only be responsible for what its employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work DAL had asked them to do (for agents and suppliers).

(2) DAL will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined below

(3) Please note, DAL cannot accept responsibility for any services which do not form part of its contract with you. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in DAL's brochure and DAL have not agreed to arrange them. In addition, regardless of any wording used by DAL on its website, in any of its brochures or elsewhere, DAL only promise to use reasonable skill and care as set out above and DAL does not have any greater or different liability to you.

(4) The promises DAL make to you about the services it has agreed to provide or arrange as part of its contract with you - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable participant to refuse to take the trip in question.

(5) As set out in these booking conditions DAL limits the maximum amount it may have to pay you for any claims you may make against it.

Where DAL is found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount DAL will have to pay you is £1,500 (fifteen hundred) per participant affected unless a lower limitation applies to your claim under this clause or sub-clause (6) below.

For all other claims which do not involve death or personal injury, if DAL are found liable to you on any basis the maximum amount it will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the participant(s) affected in total unless a lower limitation applies to your claim under clause sub-clause (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from the Trip.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any

stay in a hotel, the maximum amount of compensation DAL will have to pay you will be limited. The most DAL will have to pay you for that claim or that part of a claim if DAL are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, DAL similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, DAL 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. Copies of the applicable International Conventions and Regulations are available from us on request.

(7) Please note, DAL cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to DAL by you concerning your booking prior to DAL accepting it, DAL could not have foreseen you would suffer or incur if DAL breached our contract with you or (2) which did not result from any breach of contract or other fault by DAL or its employees or, where DAL are responsible for them, its suppliers. Additionally DAL cannot accept liability for any business losses.

(8) You must provide DAL and its insurers with all assistance it may reasonably require. You must also tell DAL and the supplier concerned about your claim or complaint as set out under "What if I have a complaint?" If asked to do so, you must transfer to DAL or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with DAL and its insurers if DAL or its insurers want to enforce any rights which are transferred.

(9) **Force Majeure:** Except where otherwise expressly stated in these booking conditions, DAL regrets it cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 18(1) above) as a result of "force majeure." In these Booking Conditions, "force majeure" means any event which DAL or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Flights

15. The flight timings given on booking and detailed in trip documentation are for general guidance only and are subject to change. The latest timings will be shown on your Joining Instructions letter, which will be despatched to you approximately two weeks before departure. In most cases your tickets will be given to you at the airport. You must check flight details very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even within two weeks of departure – DAL will contact you as soon as possible if this occurs. DAL is not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your trip. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying DAL's normal charges.

Conditions of suppliers

16. Many of the services which make up the Trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see "Liability" above). Copies of the relevant parts of these terms and conditions are available on request from DAL or the supplier concerned.

Special Requests

17. If you have any special request, you must advise DAL in writing at the time of booking. Although DAL will endeavour to pass any reasonable requests on to the relevant supplier, DAL regrets it cannot guarantee any request will be met unless DAL have specifically confirmed this. For your own protection, you should obtain confirmation in writing from DAL that your request will be complied with (where it is possible for DAL to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.