

Discover Adventure Booking Conditions

The booking 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 the Charity for whom you have chosen to raise funds ("Charity"). References in these terms and conditions to the Charity include any trading subsidiary of the Charity or organisation collecting fund raising monies on behalf of the Charity.. Please read them carefully as they set out each party's respective rights and obligations. All bookings are subject to the following booking conditions.

Background

DAL facilitates the raising of funds for charities by providing adventure challenges. The Charity is the appointed agent of DAL for the purpose of marketing the event to which your Challenge relates and in connection with the administration of your Challenge booking.

Section A

Who organises the Challenge?

1 DAL is the Organiser of the Challenge. Your contract for the Challenge is with DAL. Please note DAL's responsibilities are limited to the provision of the Challenge in accordance with this Agreement.

What is the Payment Timetable?

- 2 (i) You must pay the Registration Fee to DAL or the Charity at the time of booking.
(ii) You must pay any Surcharge to DAL or the Charity in accordance with clause 10 of section B.

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

3 If DAL or the Charity (as applicable) do not receive all payments due from you in respect of the Challenge in full and on time, your place on the Challenge will no longer be guaranteed and your Registration Fee will be lost. Your Challenge booking will be treated as cancelled by you and Clause 13 will apply.

What are your responsibilities?

- 4.1 You must not do anything or fail to do anything which is reasonably likely to bring the Charity and/or DAL into disrepute whether before during or after the Challenge.
- 4.2 You must ensure that all information you give DAL and/or the Charity including all information provided on the registration and insurance forms and medical questionnaire is complete, true and accurate. If you fail to do so in any material respect, DAL shall be entitled to cancel your booking and the Registration Fee will be retained.

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 Challenge. Personal information will also be provided to the Charity.

Section B

How do I Book?

- 1.1 You must complete and sign the registration form and return with the appropriate payment at the time of booking. Your completed medical questionnaire should be returned within 10 days of receiving your information pack. You must be at least 18 when the booking is made.
- 1.2 Except where no Registration Fee is applicable, DAL will not accept any registration form without the appropriate Registration Fee as a firm booking.

When will the Challenge be confirmed?

2 Once DAL or the Charity has received your registration form, medical questionnaire and all appropriate payments, your Challenge, subject to availability, will be confirmed with a booking confirmation letter. Please check this carefully as soon as you receive it. You must contact DAL immediately if any information in the confirmation letter or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

When does my contract for the Challenge come into existence?

3 A binding contract between you and DAL comes into existence when the confirmation letter is sent to you.

Itinerary

5 DAL starts planning the Event many months in advance. Occasionally, DAL has to make changes to a planned Event and to Challenge arrangements 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.

Very rarely, DAL may be forced by "force majeure" (see Clause 16.3 in section B "DAL's Liability" below) to change or terminate the Challenge 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

6 The Challenge 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 Challenge. Except as set out in these booking conditions, 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 Challenge.

Do I need Travel Insurance?

7 Travel insurance is optional for clients participating in a UK event, based entirely within the UK & organised by the DAL. Other than as referred to in clause 16 in section B, 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 should you wish to do so.

Do you require Medical Details?

8 DAL requires a completed medical questionnaire from any participant aged over 65 years of age or if you have any medical condition that could be adversely affected by exercise, such as 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?

9 Should you have a complaint about any part of the Challenge, 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 DAL office no later than 28 days after the end of the Challenge.

Participants

12 DAL and/or the Charity 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 (where paid) 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?

13.1 If you wish to cancel, DAL or the Charity must receive notice in writing from you. Effective date of cancellation will be taken from the date such notice is received by DAL or the Charity. Cancellation fees will consist of the Registration Fee which is not refundable.

13.2 Should you wish to make any changes to your confirmed booking, you must notify DAL and the Charity in writing as soon as possible. Whilst DAL will endeavour to assist, DAL cannot guarantee it will be able to meet any such requests. Where DAL can, an amendment fee of £75 per person will be payable together with any costs incurred by DAL and any costs or charges incurred or imposed by any of DAL's suppliers.

Registration Form

14 Signing your registration form or submitting your online booking form signifies your agreement to abide by the authority of the leader, who represents DAL. The decision of the leader as to the conduct, itinerary and objectives of the Challenge is final.

Your Financial Protection

15 For Challenges within the UK DAL is fully bonded with AITO Trust Ltd for your financial protection. This arrangement means any money which has been paid to DAL for a Challenge which has yet to depart will be refunded in the unlikely event of DAL being unable to provide your Challenge due to DAL's insolvency.

DAL's Liability

16.1 DAL promises to make sure that the Challenge 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.

16.2 DAL will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), 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
- the act(s) and/or omission(s) of a third party not connected with the provision of your Challenge and which were unforeseeable or unavoidable or
- 'force majeure' as defined below

16.3 **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 16 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, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside DAL's control.

Conditions of suppliers

17 Many of the services which make up the Challenge 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 Clause 16.3). Copies of the relevant parts of these terms and conditions are available on request from DAL or the supplier concerned.

Special Requests

18 If you have any special request, you must advise DAL or the Charity 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 in your confirmation letter 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.

DAL regrets it cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests

Promotional Material

19 DAL reserves the right to use without payment any photographs and images taken at an Event or Event-related occasion by its employees or suppliers, or forwarded by any person on the Event or connected to the Event, in its brochure, on its website, in its social network marketing activities or for use in any other relevant promotional material. If you do not wish your photographs to be used please inform Blind Veterans UK.

Blind Veterans UK Booking Conditions

The copyright and all other intellectual property rights in the material contained in the 100k London to Brighton 24 Hour Walk website belong to Blind Veterans UK with all rights reserved.

Individual entry – Every person registering for this event agrees to pay a non refundable registration fee. They also pledge to raise a minimum sponsorship, 50km £200 or 100km £300 which is due to be paid to the charity by one month after the event, 7 July 2015.

Relay team – Each team of 4 will pay a team non refundable registration fee. They also pledge to raise a minimum team sponsorship of £500, which is due to be paid to the charity by one month after the event, 7 July 2015.

The organisers have risk assessed the route. Our assessment is not definitive and path conditions (potholes, subsidence, fallen trees, flooding & the blocking of paths by land owners etc.) can change at any time. Please exercise care & caution, especially if you are unfamiliar with the route.

Each participant, upon agreeing to these Terms & Conditions, agrees that they are physically and mentally capable of walking the distance, if, during the event, they decide to retire then they must follow the organisers instructions on the procedure for this. If a participant disregards these instructions, then all consequences of this action are theirs.

Participants must be at least 18 years old to enter the Blind Veterans UK 100k challenge. Evidence of age may be requested. No children are allowed on the event.

Participants will be supplied with a number, which should be clearly displayed on their person. For safety reasons and primarily for identification by medical staff, the swapping, sale, resale or transfer of race numbers is strictly prohibited. Participants must complete their details and sign the back of their race number prior to the event.

Dogs are not permitted to walk alongside participants as we cannot be responsible for walker's pets if they are unable to complete the walk.