

## Fundraising Agreement between Macmillan Cancer Support and Event Participant

Thank you for committing to raise money for Macmillan Cancer Support through your participation in the Ancient Petra Hiking Challenge, taking place between 27 October - 4 November 2019 (the "Event"). We are very grateful for your support and wish you the best of luck with your fundraising and, of course, with the challenge itself. Please read the following fundraising agreement carefully:

### **1. You are a Professional Fundraiser**

Because you will be raising funds for Macmillan and the balance of your Total Trip Cost will be deducted from the funds you raise, you receive a benefit and so will be treated as a "professional fundraiser" under the terms of the Charities Act 1992 and the Charitable Institutions (Fundraising) Regulations 1994. This means that an agreement is required between us in order to comply with these regulations. Please read the terms set out below carefully as by signing the registration form for this challenge, you agree to enter into the following agreement with Macmillan.

### **2. Discover Adventure Trip Costs**

When registering for this Event, you enter into a separate agreement with Discover Adventure (DAL), our Tour Operator who will provide the Trip to you.

The Total Trip Cost that is required by DAL in order for you to take part in the Event is made up of a

- Registration Fee of £300 payable by you at the time of Registration;
- a Basic Trip Cost of £1,674 and

[The conditions under which Macmillan will pay on your behalf the balance of the Trip Cost (that is less the Registration Fee which is payable by you) is set out in clause 4 below.]

### **3. Fundraising for Macmillan**

You undertake to raise the Minimum Fundraising Target relating to the fundraising option you selected on registration:

- **Fundraising option:** you undertake to raise a minimum fundraising target of £3,550
  - **Provided that** £1,674 of the Minimum Fundraising Target is received by Macmillan at least four months before the departure date (4 June 2019) **and** you have provided evidence of having taken out an appropriate insurance policy covering your participation in the Event,

Macmillan will pay from the funds that you have raised the balance of the Trip Cost (as defined in clause 3 above) to DAL on your behalf (i.e. Total Trip Cost less Registration Fee that is payable by you at Registration) nine weeks before the departure date of the Event.

The balance of the funds you raise should reach Macmillan no later than 4 weeks after the Event. All sponsorship monies received by Macmillan over and above the balance of the Trip Cost it pays over to DAL on your behalf will fund Macmillan's work supporting people affected by cancer.

#### 4. Fundraising Rules:

When undertaking your fundraising activities, you confirm that you will:

- a) when requesting donations, state that:
  - i) the donations are for Macmillan Cancer Support, registered charity in England and Wales (261017), Scotland (SC039907) and the Isle of Man (604);
  - ii) the donations will not be refundable even if you do not or cannot participate in or complete the Event for any reason;
  - iii) you have made a contribution of £300 towards the cost of the event but that Macmillan will be paying the balance of your trip costs out of the sponsorship monies that you raise, and that the amount paid by Macmillan to the Tour Operator will not exceed 40% of the minimum fundraising target amount.
- b) Accept any and all liability for costs charged to Macmillan for late cancellation as laid out in DAL's terms and conditions for this Event. 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 Macmillan.
- c) Under certain circumstances, as set out in DAL's terms and conditions for this Event, DAL will refund to Macmillan any monies relating to the Total Trip Cost paid by it to DAL after deduction of cancellation charges or other allowable costs. You agree that Macmillan shall be entitled to keep any such refunded monies and shall not be obliged to pay them to you
- d) Keep details of the names and address of, and amount donated or pledged by all donors who consent to this, and provide such details to Macmillan within 5 working days of a request by Macmillan so that Macmillan can process gift aid claims. This does not apply to sponsorship raised online through JustGiving or Virgin Money Giving.
- e) Collect in and pay to Macmillan (or procure the payment to Macmillan of) all sums pledged to Macmillan through yourself;
- f) Ensure that all donations made by cheque are made payable to Macmillan Cancer Support;
- g) Pay all outstanding monies received in connection with the Event to us within 4 weeks of your return from the Event;
- h) Not raise money by carrying out house to house collections;
- i) Obtain Macmillan's written consent before collecting in any public place. You will also need to obtain a collector's licence from the responsible local authority (usually local council or police) and to make it clear that you are not an employee or agent of Macmillan;
- j) Not conduct any collection on private property (including shops, pubs etc) without first obtaining the permission of the owner;
- k) Not conduct any raffle or lottery without first obtaining written consent from Macmillan;
- l) Not shake a collection tin or bucket, as this is prohibited by law;
- m) Not do anything to bring the name or reputation of Macmillan into disrepute;
- n) Abide by the Fundraising Regulator's Code of Practice

<https://www.fundraisingregulator.org.uk/code>);

- o) Abide at all times by the Data Protection Legislation which includes but not limited to the Data Protection Act 2018, General Data Protection Regulations (EU) 2016/679) and any relevant and future data protection legislation;
- p) Contact the charity well in advance of putting on a public event, and ensure that the event and all

third parties involved are fully insured;

- q) Obtain all fundraising materials and logos directly from Macmillan, and not reproduce Macmillan's logos or name without Macmillan's express permission;
- r) Indemnify Macmillan and keep Macmillan indemnified from and against any and all loss, damage or liability (whether a criminal or civil) (including, without limitation, legal fees and costs) incurred by Macmillan resulting from a breach of this Agreement by you or any other act or omission by you.

5. **Termination:** This Agreement shall last until 31 December 2020. Macmillan may terminate this Agreement earlier by sending written notice to you by ordinary first-class post to your address specified above and it shall be deemed received on the second day after the day of posting; On termination of this Agreement you will cease to raise funds for Macmillan and shall pay to Macmillan any sums raised before termination. Your obligation to keep details of the donors and sums pledged and provide them to Macmillan on request shall continue to apply;
6. **Liability:** Discover Adventure Limited is the sole organiser of the Event and Macmillan is not involved in and does not have any responsibility for the conduct of the Event and except in relation to your death or personal injury caused by the negligence of Macmillan, Macmillan shall not have any liability in respect of any property, loss, injury, damage, costs, claims, loss or liability whatsoever suffered by you in connection with your participation in the Event or this Agreement;
7. The terms of this agreement may only be varied by agreement in writing between us.
8. This agreement is governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to hear any dispute or claim arising in association with this agreement.
9. **Data protection:** I have given Discover Adventure Limited certain information, including medical information, about me and I consent to Discover Adventure Limited passing my name and contact details to Macmillan so that Macmillan could provide me support with fundraising for the event. I understand that it will be necessary for my information to be shared with Macmillan in accordance with DAL's Terms & Conditions in order to provide me this support.
  - where you have opted to receive further information from Macmillan, Macmillan will be using the data according to the consents given.
  - We do not sell or swap your details with any third parties, but in order to carry out our work we may need to pass your details to service companies authorised to act on our behalf.
  - We will keep your details on our database so we can provide you with the best possible support every time you contact us.

All participants who choose to attend the event confirm that they are happy for their names, video footage, and photographs taken of them during the event to be used to publicise the event by Macmillan Cancer Support and its trading companies (Macmillan Cancer Support Trading Ltd and Macmillan Cancer Support Sales Ltd) for commercial and fundraising purposes including, but not limited to marketing material, social media, advertising, publications, and other documents or mediums that may be made available to the public. Photographs of children will not be used in this manner without express written consent; unless the images are incidental, for example, children's images at the starting line. For further information about how we collect and use personal data, please refer to our Privacy Policy.

**Please now read Discover Adventure's Conditions of Entry on the next page**

## 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 fundraising 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 trips. The Charity is the appointed agent of DAL for the purpose of marketing the event to which your Trip relates and in connection with the administration of your Trip booking.

All parties agree the following:

### Definitions.

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

- (i) "Event" means the fund raising event for the Charity of which the Trip forms part;
- (ii) "Trip" means the inclusive arrangements, flights, accommodation, vehicle hire and all other services which DAL contractually agrees to provide or arrange for you;
- (iii) "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) "Registration Fee" means the registration fee, if any, payable to DAL/the Charity for the Trip.
- (v) "Basic Trip Cost" means the cost of the Trip payable to DAL/Charity as advised at the time of booking (excluding any Airline Fuel Supplement and insurance premiums).
- (vi) "Airline Taxes" means the amount of any fuel supplement payable to the airline(s) operating the flights which form part of the Trip and which you are advised at the time of booking does not form part of the Basic Trip Cost.
- (vii) "Surcharge" means any surcharge payable in accordance with clause 11 of section B of these booking conditions.
- (viii) "Total Trip Cost" means the total amount payable to DAL/Charity in respect of the Trip including the Registration Fee, the Basic Trip Cost, any Airline Taxes and any Surcharge but excluding any costs and charges payable in the event of cancellation or amendment by you.
- (ix) "you" and "your" means the participant named on the registration form.

### Section A

#### Who organises the Trip?

1. DAL is the Organiser of the Trip. Your contract for the Trip is with DAL. 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 the Charity and held by them on DAL's behalf in accordance with clause 2.4, DAL has no responsibility for any payments made to the Charity or for any act(s) or omission(s) of the Charity.

#### What is the Payment Timetable?

- 2.1 (i) You must pay the Registration Fee to DAL or the Charity at the time of booking.
- (ii) You must pay the Basic Trip Cost to DAL or the Charity no less than 10 weeks prior to the commencement of the Trip.
- (iii) You must pay any Airline Taxes to DAL or the Charity, if applicable, when requested (usually approximately 6 to 8 weeks but no earlier than 10 weeks prior to departure)
- (iv) You must pay any Surcharge to DAL or the Charity in accordance with clause 11 of section B.

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

2.3 Credit Card payments: No card fees will be charged when making payments to DAL using personal debit or credit cards. Commercial credit or debit cards will incur a 2% surcharge. Charges on payments made to the Charity are at the discretion of the Charity.

2.4 For non-flight inclusive bookings, all monies paid to the Charity (if any) up to the full amount of the Basic Trip Cost will be held on DAL's behalf until they are paid to DAL. For flight inclusive bookings, all monies paid to the Charity (if any) will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject

to the Charity's obligation to pay the Basic Trip Cost to us unless we fail. In the unlikely event of our financial failure, all monies then held by the Charity or subsequently paid by you to the Charity in respect of the Basic Trip cost will be held by the Charity on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the Charity to pay such monies to us. Please note: this clause only applies to monies paid to the Charity up to the full amount of the Basic Trip Cost. Monies paid to the Charity over and above the Basic Trip Cost are a donation to the Charity and belong to the Charity.

### **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 Trip in full and on time, your place on the Trip will no longer be guaranteed and your Registration Fee will be lost. Your Trip booking will be treated as cancelled by you and clause 14 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 Trip.

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. Depending on the date when DAL and/or the Charity 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.

### **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. 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 be provided by DAL to the Charity for whom you are raising funds in order that they can support your fundraising. The Charity will be responsible for complying with applicable Data Protection legislation including but not limited to the Data Protection Act 2018, General Data Protection Regulations (EU) 2016/679 and any relevant and future data protection legislation in handling all your personal data including where you may have opted to receive further information from 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 and appropriate insurance form 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 payment as a confirmed booking. In this situation you will not be issued with a booking confirmation and your booking will be considered cancelled. DAL and the Charity will have no further liability towards you.

### **When will the Trip be confirmed?**

2. Once DAL or the Charity has received your registration form, medical questionnaire and all appropriate payments, your Trip, subject to availability, will be confirmed with a booking confirmation. Please check this carefully as soon as you receive it. You must contact DAL immediately if any information in this confirmation 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 Trip come into existence?**

3. A binding contract between you and DAL comes into existence when the ATOL certificate is sent to your group leader. You agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between you and DAL (except as set out below) ("claim"). You also agree that any claim must be dealt with by the Courts of England and Wales only to the exclusion of all courts unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### **What about Minimum Numbers?**

4. Please note that each Event has a minimum number of participants required for its operation. As a result DAL reserves the right to cancel a specific departure date due to insufficient numbers up to 56 days prior to

departure. In these circumstances you will be offered an alternative Event, if available (which may involve an additional payment) or a complete refund of the payments you have made for your Trip (see options 5b and 5c under "Itinerary" below).

### **Itinerary**

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

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 of the Trip 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 trips, a significant change of itinerary missing out one or more major destinations substantially or altogether.

If DAL has to make a significant change or cancellation, 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. Where DAL is able to do so DAL will offer you at least one alternative trip of equivalent or higher standard which will not cost any more than the Total 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 Total Trip Cost to DAL directly yourself) or the Charity (if DAL have received the Basic Trip Cost from the Charity). 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 any difference 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 the Charity has paid the Basic Trip Cost to DAL, DAL will refund that Basic Trip Cost to the Charity (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 cancellation, DAL will as a minimum where compensation is due pay you reasonable compensation 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 is 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 Event to operate 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 terms and conditions entitling DAL to cancel (such as paying on time) or if the change made is a minor one.

Very rarely, DAL may be forced by "force majeure" (see clause 18 in section B "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**

6. 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 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 Trip. Any safety equipment supplied must be worn correctly at all times. Your cycling helmet should be worn at all times when you are cycling.

### **What about Flight delays?**

7. 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 clause 18.8 in section B "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?**

8. Travel insurance, including cover for baggage, is mandatory for all clients whilst on an overseas Trip organised by the DAL. Other than as referred to in clause 18 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 and if you join the Trip 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 Trip 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 Trip. 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?**

9. 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, 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?**

10. 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 DAL office no later than 28 days after the end of the Trip.

### **Will the Price of the Trip increase?**

11. Please note, there may be an Airline Tax payable in addition to the Basic Trip Cost where your Trip includes flights organised by DAL. Due to their fluctuating nature, fuel supplements payable to the airline(s) operating your flights as advised at the time of booking are not included in the Basic Trip Cost, but are payable in full in the amount confirmed by the airline approximately 6–8 weeks prior to commencement of the Trip. The Airline Tax is not a surcharge but is an amount which you agree to pay in addition to the Basic Trip Cost. The surcharge provisions set out below do not therefore apply to it.

Once the Basic 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 increases in transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at airports or as a result of any changes in the exchange rates which have been used to calculate the Basic Trip Cost.

Even in the above cases, only if the amount of the increase in DAL's costs exceeds 2% of the Basic Trip Cost, will DAL levy a surcharge. If any such surcharge is greater than 10% of the Basic Trip Cost, you will be entitled to cancel your booking and receive a full refund of all payments you have made to DAL or the Charity in respect of the Total Trip Cost. The Charity will advise you where this is the case. If DAL has received payments from the Charity in respect of the Total Trip Cost, these will be refunded to the Charity. Alternatively you can purchase another trip from DAL as referred to in clause 5 of section B "Itinerary" above. Insurance premiums, amendment and cancellation charges are not refundable.

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

### **Equipment**

12. Clients taking their own equipment including a bike on a Trip are responsible for any charges for transportation levied by the airline including excess baggage.

## **Participants**

13. 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?**

14.1. 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 be charged as follows. The percentages shown are of the Total Trip Cost excluding the Registration Fee which is not refundable in the event of cancellation. Amendment fees and insurance premiums are also not refundable in the event that you cancel.

<b>Period before departure written notice of cancellation is received by DAL</b>	<b>Cancellation Charge</b>
More than 56 days prior to departure	loss of Registration Fee only
56-29 days prior to departure	50%
28-15 days prior to departure	75%
14-0 days prior to departure	100%

DAL will refund to the Charity any monies relating to the Total Trip Cost paid by it to DAL after deduction of the cancellation charges set out above. You agree that the Charity shall be entitled to keep any such refunded monies and shall not be obliged to pay them to 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 again be paid to the Charity.

14.2 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.

## **Passport, vaccinations and visas**

15. 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 Trip. 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 Trip and to do so well before the departure date.

## **Registration Form**

16. 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 Trip 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 Event, you may be asked to leave the Trip without the right to any refund for unused services.

## **Your Financial Protection**

17. DAL holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 5636). When you buy an ATOL protected flight, or flight inclusive Trip from DAL, you will receive an ATOL Certificate. We, or the suppliers of the services you have bought, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). When you buy a flight inclusive Trip from DAL, you will be protected by our Air Travel Organiser's Licence Number (ATOL No 5636). We, or the suppliers of the services you have bought, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you



agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. Not all trips or travel services offered and sold by DAL will be protected by the ATOL Scheme. The air inclusive trips and flights DAL arranges are ATOL protected providing they are made in the UK. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

DAL has provided a bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. In the event of DAL's insolvency, protection is provided for non-flight packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly with DAL. In the above circumstances, if you have not yet travelled you may claim a refund, or if you have already travelled, you may claim repatriation to the starting point of your non-flight package.

### **DAL's Liability**

18.1 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 Trip arrangements are not provided as promised or prove deficient as a result of the failure of DAL or DAL's employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted Trip 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).

18.2 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 Trip and which were unforeseeable or unavoidable or
- 'force majeure' as defined below.

18.3 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 DAL has not contractually agreed to provide or arrange such services or facilities. In addition, regardless of any wording used by DAL in any material produced by DAL in relation to the Event or your Trip, 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.

18.4 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. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 18.1. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

18.5 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 18.6 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.

18.6 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 or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. 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 concerned would have to pay under the international convention or regulation which applies to the travel arrangements 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 as amended by the 2002 protocol where applicable). Please note: Where a carrier 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 carrier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

18.7 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 expenses or losses including self employed loss of earnings.

18.8 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.

18.9 **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 are likely to 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 our control.

### **Flights**

19. The flight timings detailed in Trip documentation are for general guidance only and are subject to change. The latest timings 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 or the Charity will contact you as soon as possible if this occurs.

DAL is not always in a position to confirm the airline 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**

20. 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 clause 18.6). Copies of the relevant parts of these terms and conditions are available on request from DAL or the supplier concerned.

### **Special Requests**

21. 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**

22. As you are taking part in a group event, 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. Any participant who does not agree to this has the right to opt out by advising DAL as soon as possible after the booking and also inform the group leader at the start of the event/challenge.

### **Foreign Office Advice**

23. The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) which you are recommended to consult before booking and in good time before departure.