

## 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. 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, transport, 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) "Trip Cost" means the total amount payable to DAL in respect of the Trip including any Surcharge but excluding any costs and charges payable in the event of cancellation or amendment by you.
  - (vi) "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) first direct will be paying the Registration fee and Trip Costs to DAL.
- 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.

#### 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 (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 will also be provided to the Charity.

### Section B

#### How do I Book?

1.1 You must complete and sign the registration form. 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.

#### When will the Trip be confirmed?

2. Once DAL or the Charity has received your registration form, medical questionnaire 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 Trip come into existence?**

A binding contract between you and DAL comes into existence when the confirmation letter is sent to you. 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 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. A Trip may be cancelled due to insufficient numbers up to 56 days prior to departure. In the 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". 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 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; or
- (b) purchasing an alternative trip from DAL with the same Charity, of a similar standard to that originally booked if available. If any alternative trip is in fact cheaper than the original one, DAL will refund the price difference to the Charity (if DAL have received the Trip Cost from the Charity). If any alternative trip is more expensive, you will be asked to pay the difference; or
- (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 or to the Charity in respect of the Trip. Please note: where you have made payment to the Charity which has been passed on to DAL, DAL will refund that payment to the Charity. 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 regrets 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 of 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.

### **Do I need Travel Insurance?**

8. Travel insurance is optional for clients whilst on an UK only trips 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 responsible for arranging your own insurance should you wish to take it out.

#### **Do you require Medical Details?**

9. DAL requires a completed medical questionnaire 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?**

#### **Equipment**

12. Clients taking their own equipment including a bike on a Trip are responsible for any charges for transportation levied

#### **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 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.

#### **Period before departure written notice Cancellation Charge of cancellation is received by DAL**

More than 29 days prior to departure loss of Registration Fee only 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 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.

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.

#### **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. For Trips operating in 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 Trip which has yet to depart will be refunded.

#### **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 these 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.

18.5 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 pounds) unless a lower limitation applies to your claim under this clause or 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 Trip Cost (excluding insurance premiums and amendment charges) unless a lower limitation applies to your claim under clause 18.6. 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 regulation applies, 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 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 un-amended 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 and COTIF, the Convention on International Travel by Rail). 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 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 losses including self employed loss of earnings.

18.8 **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, 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**

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. 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.