

TERMS AND CONDITIONS

95.8 Capital FM's Help a London Child Trek Nepal 2011

GLOBAL CHARITIES TERMS AND CONDITIONS OF ENTRY

Help a London Child Trek Nepal 2011 is run by Discover Adventure Limited (ATOL no 5636) (Registered Company No. 2400969) Registered Office: Throope Down House, Blandford Road, Coombe Bissett, Salisbury, SP5 4LN ("DAL") and promoted by Global Charities (Trading) Limited (Registered Company No. 4374705) Registered Office: 30 Leicester Square, London WC2H 7LA ("Global Charities").

Global Charities is a subsidiary of Global Charities (Registered Charity No. 1091657). Global Charities covenants all profits to charity appeals including the Help a London Child (HALC) appeal.

1. These terms and conditions, together with the contract between you and DAL ("DAL terms and conditions") govern your entry to the HALC Trek Nepal 2011.
2. To be eligible for the HALC Trek Nepal 2011, each participant must provide to DAL a non-refundable registration fee of £250 unless otherwise stated, and sponsorship of £2,995, in accordance with the DAL terms and conditions.
3. Participants unable to meet these sponsorship requirements may forfeit their place on the HALC Trek Nepal 2011 (at Global Charities' sole discretion). However, participants may choose to make up the balance themselves. All fundraising monies are non-refundable to the participants.
4. Should Global Charities or its agents become aware of any fraud, deceit or similar action undertaken in connection with the HALC Trek Nepal 2011 (including with respect to raising sponsorship), Global Charities reserves the right to forfeit a participant place on the HALC Trek Nepal 2011 (without any liability or compensation to the participant whatsoever). The participant agrees to co-operate with and comply with all reasonable requests of Global Charities in connection with the HALC Trek Nepal 2011 and the raising of sponsorship.
5. If, for whatever reason, participants choose not to take up their place, or the HALC Trek Nepal 2011 is cancelled, all sponsorship forms and money must be forwarded to Global Charities.
6. DAL and Global Charities reserve the right to refuse entry to any participant at any time without disclosing the reason.
7. Passport control and in-country authorities will reserve the right to refuse entry. If you are refused passage and or entry/exit to or from the country you are visiting, any additional costs incurred are your responsibility.
8. All transfers to and from a London airport are at a participant's own expense.
9. Participants must carry out fundraising in accordance with the guidelines set out in the fundraising pack and/or through consultation with Global Charities. The fundraising pack will be sent out to participants following confirmation of their registration. Unless otherwise agreed in writing with Global Charities, participants must not use the HALC Trek Nepal 2011 for any commercial gain, or use the HALC Trek Nepal 2011 to fundraise for any registered charity other than Global Charities.
10. The interests and good reputation of Global Charities are paramount and Global Charities may, at its sole discretion, withdraw places or reject an application to the HALC Trek Nepal 2011 if it believes it is in the best interests of Global Charities to do so.
11. All funds raised should be made payable to Global Charities (Trading) Limited.
12. Participants are obliged to ensure the safety standards and the general appropriateness of activities undertaken by them during the HALC Trek Nepal 2011 and acknowledge that all activities are undertaken at their own risk.
13. Global Charities shall not be liable in any way for costs, expenses, damages, liability or injury arising out of or in any way connected with the HALC Trek Nepal 2011 other than as specifically provided in these terms and conditions. This limitation does not exclude any liability for death or personal injury. Global Charities accepts no liability for any loss of profit, business, contracts, revenues, or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising.
14. Global Charities shall have no liability, if prevented, hindered, or delayed in carrying out any of its obligations by any law or regulatory order, rule, regulation or by any other act or thing beyond its control (including without limitation war, riot, civil commotion, strike, lock-out, malicious damage, breakdown of plant or machinery, accident, fire, flood).
15. All participants undertake the HALC Trek Nepal 2011 at their own risk and agree to indemnify Global Charities against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) and any claim arising from the participants' own actions in any way in connection with

the HALC Trek Nepal 2011 or a breach of the participants' obligations hereunder. If extending their stay beyond the duration of the Challenge participants must ensure they have adequate insurance cover for the entire period.

16. Participants must comply with and are responsible for attending to any inoculation and health regulations required for their destination.
17. Global Charities reserve the right to cancel the HALC Trek Nepal 2011 (without any liability to participant) if it considers it appropriate in the circumstances. In this event, Global Charities will use all reasonable endeavours to offer an alternative trip at some other time and/or some other destination, which may be accepted instead by the participant. If such offer is not accepted (or not made), the participant shall have no claim against Global Charities in respect of cancellation or delay of the HALC Trek Nepal 2011 or for any expense or damage whatsoever incurred as a result thereof.
18. Participants must comply with the terms and conditions of the airline and other transportation involved in the HALC Trek Nepal 2011 (all of such terms and conditions are incorporated by reference). Participants must also comply with all reasonable instructions from Global Charities and their agents and representatives (including without limitation the guides and other supervisors). In particular, participants shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements. Participants must not by their act or omission do anything, which may threaten the health and safety of any other person on the HALC Trek Nepal 2011. No participant, agent, or subcontractor of Global Charities is entitled or authorised in any way to commit Global Charities to any contract, expense or cost entered into or incurred without its advance written acceptance of the same. No variation of these terms and conditions is effective unless approved by an authorised representative of Global Charities in writing.
19. These terms and conditions, together with the DAL terms and conditions, represent the entire agreement between the parties relating to the HALC Trek Nepal 2011 and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the HALC Trek Nepal 2011 or any of these terms and conditions should be relied upon unless confirmed in writing by Global Charities. The invalidity, illegality, or unenforceability of the whole or part of a term or condition does not effect or impair the continuation in force of the remainder of the terms and conditions.
20. The participant shall not with out the prior consent of Global Charities publish any information in connection with the HALC Trek Nepal 2011. Global Charities shall be entitled to refer to the participant's association with the HALC Trek Nepal 2011 in all publicity, marketing and promotional material in connection therewith (and in any audio or audio-visual recordings of the HALC Trek Nepal 2011, whether a participant's appearance is featured or incidental).
21. The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies. These terms and conditions shall be governed by and interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.