

Challenge Agreement



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 trips.

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.

What is the Payment Timetable?

2 (i) You must pay the non-refundable Registration Fee to DAL at the time of booking.

(ii) And you must either:

Have paid sufficient funds from the Fundraising Target to cover the Trip Cost to your chosen charity 6 weeks prior to the commencement of the Trip

Or:

Pay the Trip Cost in full, directly to DAL 4 weeks prior to the commencement of the Trip.

(iii) You must pay any Surcharge to DAL in accordance with clause 10 of section B. prior to Trip departure

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

3 If DAL does 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 all monies paid to DAL will be retained. Your Trip booking will be treated as cancelled by you.

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 medical declaration is complete, true and accurate. If you fail to do so in any material respect, DAL shall be entitled to cancel your booking and any monies paid to DAL will be retained.

4.3 Parents or responsible adult are responsible for the safety and behaviour of any person aged under 18 during the Trip. You will be asked to complete a parental indemnity form prior to commencing the Trip as a condition of being allowed to participate. Should a child be unable to complete the Trip, the parent, or responsible adult, must abide by the instructions of the DAL Leader and accompany the child as appropriate to the particular circumstances or as may be advised by DAL.

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 also be provided to the Charity for whom you are raising funds. DAL will also use your personal details in order to send you further information regarding DAL (for example DAL's brochure). If you do not wish DAL to use your details in this way, please let DAL know.

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. You must be at least 18 when the booking is made. By making a booking as a parent or responsible adult on behalf of anybody aged under 18, you agree to accept these conditions on behalf of the child, and are responsible for ensuring all information supplied to us is correct and up-to-date.

1.2 DAL will not accept any registration form without the appropriate Registration Fee as a firm booking.

When will the Trip be confirmed?

2 Once DAL has received your registration form, medical declaration 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 the 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 booking confirmation 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 and any claim (and whether or not involving any personal injury) must be dealt with by the Courts of England and Wales only.

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.

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.

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 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 your participation in the Trip.

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.

What if I have a Complaint?

8 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?

9 DAL reserve the right to make any surcharge in the event of any price increase prior to the event, however, DAL promises not to levy a surcharge within 14 days of the start of the Trip.

Equipment

10 Clients taking their own equipment including a bike on a Trip are responsible for any charges for transportation to and from the trip. A kit list is provided to all participants and should be referred to in preparing for your Trip. DAL reserves the right to refuse participation to anyone arriving at the start of a Trip with missing or inappropriate kit, which may put the safety of the group or individual at risk. The decision of the leader with regard to refusing to allow participation is final.

Participants

11 DAL reserves 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 (except clause 10 above) where DAL decides that you may not participate your Registration Fee 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?

12.1 If you wish to cancel, DAL must receive notice in writing from you. Effective date of cancellation will be taken from the date such notice is received by DAL. The Registration Fee is not refundable and any monies paid to DAL will be retained to cover costs incurred.

12.2 Should you wish to make any changes to your confirmed booking, you must notify DAL 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 £25 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

13 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.

Your Financial Protection

14 For Trips within the UK DAL is fully bonded with ABTOT 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 in the unlikely event of DAL being unable to provide your Trip due to DAL's insolvency.

DAL's Liability

15.1 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.

15.2 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

15.3 **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 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

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

Special Requests

17 If you have any special request, you must advise DAL 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

18 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.