

Challenge Agreement



(UK One Day Events)

TERMS AND CONDITIONS – The following Terms and Conditions form the basis of your relationship with Discover Adventure Limited (“DAL”) of Thrope Down House, Blandford Road, Coombe Bissett, Salisbury Wiltshire, SP5 4LN and the Charity for whom you have chosen to raise funds (“Charity”). Any reference to the Charity includes any trading subsidiary of the Charity or organisation collecting fund raising monies on behalf of the Charity. All bookings are subject to the following booking conditions. Please read them carefully as they set out each party’s respective rights and obligations.

DAL facilitates the raising of funds for charities by providing adventure trips. DAL is the Organiser of the Trip or Event and your contract is with DAL. Please note DAL’s responsibilities are limited to the provision of the Trip in accordance with this Agreement.

YOUR BOOKING – In order to make a booking with DAL you must complete the registration process and pay the Registration Fee at the time of booking. When making a booking online you will be required to confirm that you have read and agreed with these Terms and Conditions. If making a booking by paper on a registration form or by telephone you will be asked to confirm that you have read and agreed to these Terms and Conditions and a copy will be sent to you with your booking confirmation. DAL is unable to accept any registration without the appropriate Registration Fee as a firm booking.

Once DAL has received your registration, medical questionnaire or declaration and all appropriate payments, DAL will, subject to availability, confirm your booking by issuing a booking confirmation. Please check this carefully as soon as you receive it. You must contact DAL immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

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.

PARTICIPATION - You must be at least 18 when the booking is made. Some of our challenges are also open to over-14 year olds dependent on the individual challenge and previous experience of the young person. By making a booking as a parent or responsible adult on behalf of anybody aged under 18, you agree to accept these conditions on their behalf, and are responsible for ensuring all information supplied to us is correct and up-to-date.

Parents, or responsible adults, 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 YOU PROVIDE? - Where necessary DAL needs to pass on some of the personal information given by you to the various suppliers who provide elements of the Trip. This may include but is not limited to, name, address, dietary needs etc. DAL will only pass on relevant information to persons or organisations that are responsible for part of your challenge. DAL will also pass on your contact information to the Charity for whom you are raising funds. Any information passed on to third parties will be treated in accordance with our Privacy Policy which is detailed on DAL’s website www.discoveradventure.com or available on request

DAL may 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, however this may impact on DAL’s ability to provide your booking.

YOUR RESPONSIBILITIES - 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. 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 where DAL decides that you may not participate your Registration Fee will be refunded to you in full less any costs incurred.

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 DAL 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.

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.

Additionally, 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.

DAL’s RESPONSIBILITIES - DAL promises to make sure that the Trip arrangements as agreed with you are made, performed or provided with reasonable skill and care. 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

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.

CHANGES OR AMENDMENTS TO YOUR CHALLENGE - DAL starts planning Events many months, or even years, in advance. Occasionally, DAL may have to make changes to a planned Event or 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 above) 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 COSTS & PAYMENT – Your Challenge costs consist of:

Your Registration Fee which must be paid at the time of booking and is non-refundable in the event of your cancellation (unless we cancel the challenge for any reason other than Force Majeure) and

Your Trip cost dependent on the following booking options:

- (i) Full Payment Option - where the trip cost is payable in full and directly to DAL 4 weeks prior to the commencement of the Trip or
- (ii) Fundraising Option - where the trip cost is payable by your chosen charity providing you have paid sufficient funds to the charity from the Fundraising Target 6 weeks prior to the commencement of the Trip. Where the Charity have not received sufficient funds by 6 weeks prior to the commencement of the Trip, you will be required to pay the trip cost under the Full Payment Option as detailed above.

DAL will notify you of the amounts that are due and payable by you, 6 weeks prior to the commencement of the Trip. Payment for the amounts due and notified to you will be taken by DAL from the credit or debit card used at the time of booking in accordance with the payment due date detailed above. You will need to contact DAL, prior to the due date, if you wish to settle any monies due with an alternative method of payment.

No card fees will be charged when paying the Registration Fee however a fee of up to 2% will be charged on all other card payments made to DAL to cover card transaction fees. Charges on payments made to the Charity are at the discretion of the Charity.

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.

PRICING AND SURCHARGES – DAL reserves the right to make changes to and correct errors in advertised prices at any time before your trip is confirmed. DAL will advise you of any error of which DAL are aware and of the then applicable price at the time of booking. DAL reserves the right to make a surcharge in the event of any price increase prior to the event. Any applicable surcharges will become due on notification however, DAL promises not to levy a surcharge within 14 days of the start of the Trip.

MINIMUM NUMBERS - 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 this instance you will be offered the opportunity to transfer to a similar challenge or a full refund will be offered (excluding any admin fees).

CANCELLATIONS OR CHANGES TO YOUR BOOKING - 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.

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.

RISK AND HEALTH & SAFETY – By accepting these Terms and Conditions you fully understand that the Trip may involve hazards which are inherent to the activities. 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.

TRAVEL INSURANCE - Travel insurance is optional for clients participating in a UK event, based entirely within the UK & organised by DAL. You travel, together with your personal property including baggage, solely at your own risk at all times and you are wholly responsible for arranging your own insurance should you wish to do so.

EQUIPMENT - 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.

CONDITIONS OF SUPPLIERS - 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.

MAKING A COMPLAINT - Should you have a complaint about any part of the Trip, you must tell both the relevant supplier and the Trip 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 Trip leader immediately while on the Trip and in writing to the DAL office no later than 28 days after the end of the Trip.

SPECIAL REQUESTS - 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. 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 - DAL reserves the right to use without payment any photographs, images and video clips 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.