

## Bear Adventure Challenge 2014

### General Terms and Conditions

#### All participants must read these before signing the Registration Form

1. These General Terms and Conditions apply to you if WSPA Trading (“we/us/or”) accepts your registration for the Bear Adventure Challenge 2014 (“the Event”).
2. We reserve the right not to accept your application for registration, in which case we will return your registration fee.
3. You will only be entitled to take part in the Event if you:
  - 3.1 complete and sign the Registration Form and pay the correct non-refundable registration fee of £399;
  - 3.2 will be over the minimum age of 18 years on the day of the Event (unless accompanied by a parent or guardian)
4. You will endeavour to pay the balance of the minimum sponsorship target of £2,229 to us by 21<sup>st</sup> June 2014.
5. If at any time you think you might be unable to meet these sponsorship targets you will let WSPA know as soon as you can, you must also show us in writing what you have done to try and raise the sponsorship money. You agree to work with WSPA on a fundraising plan to get as close to the target as possible. You must tell us if you are making up the balance with your own money.
6. If, for any reason, you choose not to take up your place or the Event is cancelled, all sponsorship forms and money collected must be forwarded to us and will not be refunded.
7. All money raised must be paid to WSPA, registered charity no. 1081849. You must send all sponsorship money directly to  
WSPA c/o Jane Rockcliffe, WSPA, 222 Grays Inn Road, London, WC1X8HB
8. In carrying out all fundraising you agree:
  - 8.1 To obtain and pay to us all sums pledged through your efforts;
  - 8.2 To tell all sponsors that:
    - (a) The money raised benefits WSPA (a registered charity);
    - (b) The cost for your participation in the Event will be paid by us out of the donations;
    - (c) Donations will not be refundable, even if the Event does not take place or you do not participate in or complete the Event.
  - 8.3 To ask sponsors to send money to you and not directly to WSPA;
  - 8.4 To keep a record of all money sent to WSPA;
  - 8.5 To inform us of any public event that you are putting on;
  - 8.6 To keep a record of the names of your sponsors (we may ask for these details);
  - 8.7 To make it clear you are not an employee or agent of WSPA;
  - 8.8 Not to reproduce WSPA’s logo but to contact us for official materials;
  - 8.9 Not to collect in private places without first getting the permission of the owner;
  - 8.10 Not to collect in a public place without first obtaining a collector’s licence from the relevant local authority;
  - 8.11 Not to raise funds by carrying out house-to-house collections;
  - 8.12 Not to raise funds by conducting a lottery or raffle without WSPA’s prior written permission;
  - 8.13 Not to do anything to bring the name of WSPA into disrepute;
9. WSPA Trading reserve the right to terminate your participation in the Event by sending you written notice if WSPA Trading consider that you are in breach of any of the provisions of these terms and conditions. You shall then immediately stop raising funds for WSPA and pay us any sums raised before termination. You must still keep sponsors’ details and provide them to us on request.
10. These General Terms and Conditions, together with the Booking Terms and Conditions and the Registration Form constitute the entire agreement and understanding between us and you relating to the Event and supersedes all other representations, agreements, or arrangements whether written or oral, express or implied relating to the Event. It may only be amended in writing and signed by you and us.
11. You will only be entitled to take part in the Event if you:
  - 11.1 Hold a current passport with at least six months to run from the date of departure;
  - 11.2 Provide us with a satisfactory reply to the Medical Questionnaire (under certain circumstances it may be necessary for this to be signed by a doctor);
  - 11.3 Take out travel insurance provided by the Organiser or provide us with a letter from your insurers confirming your travel insurance is suitable for the Event;
  - 11.4 Have made every effort to reach and exceed the minimum sponsorship target by 27<sup>th</sup> October 2014.
12. Neither WSPA nor WSPA Trading is the Organiser of the Event for the purposes of the Package Travel, Package Holidays and Package Tours Regulations 1992 (as amended). Discover Adventure Ltd ATOL 5636 is the “Organiser”. Therefore, once your Event costs have been paid DAL

will be fully responsible to you for provision of all travel, accommodation and other tour services relating to the Event. WSPA is the only beneficiary of the Event.

13. You take part in the Event at your own risk. We are acting as your agent for making arrangements with DAL. DAL is responsible for ensuring the safety and proper running of the Event. Therefore except in the case of personal injury or death arising from our own negligence, WSPA Trading nor WSPA accept any liability for any loss or damage, however arising, or from cancellation of the Event for reasons outside our control.

14. Entry conditions into countries vary but you must not suffer from alcohol or drug dependency. You must not have any criminal convictions. If you are refused passage and/or entry/exit to your country of destination, any additional costs incurred are your own responsibility.

15. Whilst we shall endeavour to ensure that the itinerary for the Event given to you is followed, we and DAL reserve the right to make alterations to arrangements where necessary.

16. We and DAL reserve the right to cancel the Event at any time before departure date. If the Event is cancelled your registration fee will be refunded or transferred to another Event. The registration fee will not be refunded under any other circumstances.

17. The costs of participation in the Event may not include airport taxes or border taxes and you may be requested to pay these if you take part in the Event. We will notify you of the amount of such costs as soon as they are known.

18. When we have paid DAL the costs of your participation will be protected by the DAL's ATOL bond arranged with the Civil Aviation Authority (CAA).

19. By completing this Registration Form you agree to be bound by the Booking Terms and Conditions.

20. The conditions for carriage by air of all airlines used will apply in respect of all air travel.

21. In certain circumstances you may be entitled to compensation and/or refunds under the Package Travel, Package Holidays and Package Tours Regulations 1992 (as amended) or from the CAA. In agreeing to take part in the Event you irrevocably assign to us the rights to this compensation and/or refunds.

22. If you make additional arrangements with DAL for services not arranged between us and DAL, you will pay DAL for the costs of those services. If your flights are booked independently of the group you will be responsible for confirming and re-confirming your flights and travel arrangements with the airlines and DAL, where necessary.

23. All transfers to and from the UK airport of departure are at your expense.

24. These General Terms and Conditions, the Booking Terms and Conditions and the Registration Form are governed by English law and you agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute relating thereto and/or the Event.

## **ROMANIAN BEAR ADVENTURE 2014**

### **Booking Terms and Conditions**

#### **All participants must read these before signing the Registration Form**

##### Definitions.

1. In these Booking Terms and Conditions the following words shall have the following meanings unless the context otherwise requires:

(i) "this Agreement" means these Booking Terms and Conditions.

(ii) "the Trip" means the inclusive arrangements, flights, accommodation, car hire and all other products and services provided by DAL pursuant to this Agreement in connection with the WSPA Romanian Bear Adventure 2014.

(iii) "the 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).

(vi) "the Trip Cost" means the cost of the Trip due to the Organiser which forms part of the Fund Raising Target. (vii) "you" and "your" means the participant named on the Registration Form. Who organises the Trip?

1. DAL is the Organiser of the Trip. 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 2.5, DAL has no responsibility for any payments made to the Charity or for any act(s) or omission(s) of the Charity.

To whom do I make payment?

2.1 Payment of the registration fee can be paid directly to WSPA Trading or to DAL, the minimum sponsorship target and any other sponsorship money you raise should be paid to WSPA.

2.2 If you wish to purchase the travel insurance offered by DAL or any additional travel services in connection with the Event you should pay the cost of this directly to DAL.

2.3 Credit cards may be used when paying the Registration Fee. A fee of 2% will be charged on all other credit card payments made to DAL. Any other sponsorship money should be paid to WSPA by cheque, postal order or credit/debit card.

2.4 Except for flight inclusive bookings, all monies you pay to WSPA up to the full amount of the Trip Cost prior to DAL issuing its confirmation invoice will be held by WSPA on your behalf until DAL issues the confirmation invoice. After that point, WSPA will hold such monies on DAL's behalf. For flight inclusive bookings, all monies paid to WSPA up to the full amount of the Trip Cost will be held on DAL's behalf until they are paid to DAL or refunded to you. Please note: this clause only applies to monies paid to WSPA up to the full amount of the Trip Cost. Monies paid to WSPA over and above the Trip Cost belong to WSPA and will be non-refundable.

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

3. You must inform WSPA as soon as possible (no longer than 3 months before the departure date) if you don't think you can raise the minimum sponsorship target and we will help you with fundraising as much as we can. You must also provide WSPA with your fundraising plan in writing.

When will my registration be confirmed?

4. Once WSPA Trading has received your completed Registration Form, Medical Questionnaire and registration fee, WSPA Trading will process your application and if WSPA Trading is satisfied with the registration WSPA will issue you with a confirmation of registration. If any documentation is incomplete or WSPA Trading is not satisfied with your Medical Questionnaire WSPA Trading reserves the right to require additional information (including a doctor's report) or to reject your application.

What about Flight delays?

5. Neither WSPA Trading nor DAL are 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.

Do I need Travel Insurance?

6. Travel insurance is mandatory for all participants on the Event. 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. 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 tour. You should satisfy yourself that any travel insurance arranged through DAL meets your requirements and you should arrange supplementary insurance if need be. You will be deemed to have read the insurance cover. We require proof of cover not less than three months before departure. We reserve the right to refuse participation without proof of insurance.

What if I have a Complaint?

7. Should you have any complaint about any part of the Trip, you must tell both the relevant supplier and the Event 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 Event leader in writing immediately while on tour and to DAL's office no later than 28 days after your return from the Event.

Can the cost of the Event increase?

8. Once your registration has been confirmed at the time of booking, the registration fee and the minimum sponsorship target will not increase. In the event that the cost to WSPA Trading of providing

your place on the Event increases WSPA Trading reserves the right either to apply any increase out of the balance of the sponsorship monies raised by you or to cancel the Event.

#### Equipment

9. If you are taking your own equipment on the Event you are responsible for any charges for transportation levied by the airline including excess baggage.

#### Passport, vaccinations and visas

10. 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 journey. 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 tour and to do so well before the departure date.

#### Registration form

11. Signing the Registration Form signifies your agreement to abide by the authority of the Event leader, who represents Discover Adventure Ltd. The decision of the leader as to the conduct, itinerary and objectives of the Event 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 Event without the right to any refund for unused services.

#### Consumer protection

12. This air inclusive Event is ATOL protected since DAL holds an Air Travel Organisers Licence granted by the Civil Aviation Authority. DAL's ATOL number is 5636. In the unlikely event of DAL's insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to DAL for an advanced booking. For further information visit their web site at [www.atol.co.uk](http://www.atol.co.uk).

#### Liability

13.1 While you participate on the Event DAL, DAL's employees, agents and suppliers will use reasonable skill and care in conducting the Event. 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).

13.2 Neither WSPA Trading nor DAL will be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

fJ -the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or  
fJ -the act(s) and/or omission(s) of a third party not connected with the Event and which were unforeseeable or unavoidable or

-'force majeure' as defined below

13.3 Please note WSPA Trading and DAL cannot accept responsibility for any services which do not form part of the Event programme. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not arranged by DAL.

13.4 As set out in these booking conditions DAL limits the maximum amount it may have to pay resulting from 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 (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 registration fee 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 the provisions in 18.4 below.

13.5 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, rail or road carrier or any stay in a hotel, 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 or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay 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). Please note: Where a carrier or hotel 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 transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

13.6 WSPA Trading is not the Organiser of the Event and merely received the benefit of the sponsorship you raise. You acknowledge and agree that you will not have any claim against WSPA Trading or any of its directors or employees as a consequence of any matter relating to your participation in the Event except for any death or personal injury caused directly by any member of WSPA's staff.

13.7 Where you are entitled to any compensation from DAL you hereby assign all right to such compensation to WSPA Trading.

#### Force Majeure

14. DAL shall have no liability where the operation of the Event or the performance of any of DAL's obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure." In these Booking Terms and Conditions "force majeure" means any event which DAL or the supplier of the service(s) in question could not foresee or avoid.

#### Flights

15. The flight timings given on booking and detailed on your confirmation are for general guidance only and are subject to change.

#### 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, usually in accordance with applicable International Conventions (see "Liability" above). Copies of the relevant parts of these terms and usually in accordance with applicable International Conventions (see " conditions are available on request from DAL or the supplier concerned.