

Acton Challenge UK Ltd – 3a Aberdeen Studios, 22 Highbury Grove, London N5 2EA. Tel: 0207 354 1465 events@actionchallenge.com

These terms and conditions relate to the Tour Operator that will be organising the challenge event for the charity, and will apply to participants that take part within the challenge. The charity has its own set of terms and conditions relating to fundraising and eligibility to participate on the challenge event.

1. Your Challenge

(a) To enter this challenge you (“you”/“your”) must satisfy the fundraising rules stipulated by the Charity (“the charity”) that is promoting the challenge event, and **Action Challenge (“us”/“we”) at 3a Aberdeen Studios, 22 Highbury Grove, London, N5 2EA** will be advised of your details once you satisfy their initial requirements.

(b) Your contract for travel and accommodation and other services associated with the challenge will be with us. The charity, and / or us, will provide you with a challenge itinerary, and this combined with the charity’s terms and conditions regarding fundraising, form a binding contract between you and us which are subject to these terms and conditions.

(b) Your travel arrangements, including transport and accommodation that are booked through us and are described within the event brochure and the challenge Information Pack are fully protected under our **ATOL licence number 6296 regulated by the Civil Aviation Authority**.

(c) We will try to accommodate your special requirements as detailed in your booking form but we cannot guarantee that these will be provided and any failure in this respect will not constitute a breach of these terms and conditions by us.

(d) This challenge is strenuous and you need to be healthy, fit and be well trained. You should consult a doctor if you have any doubts about your suitability to participate in this challenge, and abide by any advice given. You will be required to complete a medical questionnaire, and we may request a medical certificate from your doctor. You must keep us advised of any medical conditions that develop after you have sent us your medical questionnaire that may be relevant for your safe participation on the challenge. If whilst on the challenge our doctor or medic or challenge leader gives you specific safety or medical advice aimed at protecting your own welfare you will abide by this advice.

(e) You must be at least 18 years old to participate, and hold a passport which is valid for at least 6 months from the date of your return to the UK. You will be required to provide full details of your passport. If you are under 18 please contact us before sending in a booking form to discuss parental consent.

2. Information Pack

You will be sent an information pack by, or on behalf of, the charity, and all information concerning this challenge is correct at the time of printing. Airlines, ferry companies, and train operators reserve the right to change departure times and schedules and therefore we cannot guarantee that transport arrangements will leave at the times that may be shown within the Information Pack, pre departure communication or ticket.

3. The cost of your challenge

(a) The cost of you taking part in the challenge is covered by the fundraising arrangements and targets specified by the charity to you in respect of this challenge. Provided that you have complied with their arrangements and met or exceeded their minimum targets the charity will pay to us the cost associated with your participation on this challenge event. You must make it clear to all your prospective sponsors that a part of your sponsorship money goes towards payment for you to take part in the event .

(b) If you are unable to reach the minimum sponsorship target or the instalment due dates, you are liable to forfeit your place on the challenge, unless the charity that you are fundraising for agrees otherwise with you and us.

(c) All sponsorship monies should be paid as specified by the charity.

(d) If the charity fails to pay us the cost of your place on the challenge within the time scale that they agreed with us we reserve the right cancel your place.

(e) Should you not be able to take up your place on the challenge for whatever reason, or chose not to for whatever reason, any monies paid to us by the charity in respect of your place on the challenge will be only refunded to the charity after deducting a cancellation charge which is agreed between the charity and us. Any arrangements for the charity returning sponsorship or fundraising to individual donors are strictly between you and the charity.

(f) We have set out all those items included in your challenge cost and will guarantee the cost of all our suppliers in respect of your challenge once the final balance has been paid. If due to governmental action, fluctuations in foreign currency rates, fuel or transportation costs or for reasons beyond our reasonable control the cost of your challenge rises over 2%, then we reserve the right to increase the cost of your challenge. If there is an increase in the cost of your challenge of more than 9% the charity has the right to cancel your booking on the challenge and receive a full refund from us. The arrangements for any refunds to sponsorship donors is strictly between the charity and you in this instance.

5. Itinerary changes

All our challenges are complicated and may be subject to change. Our challenges are planned many months in advance and sometimes there may be minor changes to your itinerary. Should there be a material change prior to departure which is not a result of force majeure (a departure timing change of more than 48 hours for example) then we will inform you as soon as is practicable and in this case you may either agree to proceed with the new itinerary or cancel your participation in the challenge, in which case the charity will receive a full refund. The arrangements for any refunds to sponsorship donors is strictly between the charity and you in this instance.

6. Changes made by you

Each change must be made in writing by post or email and is always subject to availability. All changes must be made by the person whose signature appears on the charity registration form. We will always try and accommodate any changes requested; however, changes that you request will incur an administration fee per person/change. If you wish to change the name of the participant then you may be liable to a further surcharge at the discretion of any supplier or airline. You should note that some suppliers may charge a 100% cancellation fee for a name change and the cost of a replacement ticket.

7. Cancellation by us

In the event we have to cancel the challenge whether as a result of force majeure or another reason that makes it impractical to proceed with the challenge, we will provide the charity with a prompt and full refund of all monies that have been paid to us. The arrangements for any refunds to sponsorship donors is strictly between the charity and you in this instance. We do not make any payments compensating for losses or costs you incur in the case of a cancellation and we exclude and limit all such liability to the full extent permitted under law.

9. Delays and force majeure

We do not accept liability for any delays in your travel arrangements, or reasonable changes to your itinerary in the event of Force Majeure. Force Majeure means any unusual or unforeseen circumstances beyond our reasonable control including but not limited to an act of God, war, accident, failure of power supply, abnormal weather, fire, explosion, labour disturbance, flight delays, bad weather, or the issue of any travel advice by the Foreign and Commonwealth Office advising against travel to any destination included within your challenge.

10. Flights, Airlines & Suppliers

(a) You must check all information sent to you by us and make sure that you arrive at the airport in sufficient time. Airlines sometimes change aircraft and flight times without advance warning so you are asked to check carefully your departure and check in times on your documentation.

(b) All our flights are arranged through scheduled airlines and we are bound by their terms and conditions and regulations and we cannot be held responsible for any delays, cancellations or over bookings.

(c) Changes made by airlines and/or airport destinations will not constitute a material change to your challenge entitling you to cancel, subject to clause 5.

(d) Inappropriate behaviour, including but not limited to, drunkenness or rowdiness may lead to the transport carrier refusing carriage and alternative transportation may have to be arranged at your own cost.

(e) Liability in respect of all carriage by air, sea, rail and/or road is strictly limited to that under any relevant international convention or set of rules governing such carriage and where applicable subject to clause 11 below.

11. Other obligations to you

(a) We accept liability for negligent acts and/or omissions by us, our employees, agents, suppliers or sub contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your challenge arrangements as set out in the Information Pack and event brochure, that we are contractually obliged to provide. We will therefore pay such damages as may be awarded under English law.

(b) We exclude and limit all other liability to the extent permitted under law and damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your travel arrangements or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of your travel arrangements or a force majeure event or other unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even if all due care had been exercised.

13. Travel insurance

You must have adequate and appropriate travel insurance for this challenge, as detailed within the information pack, and it is your responsibility to ensure that details of this insurance are forwarded to us at least ten (10) weeks prior to departure. If we do not receive a copy of your policy we reserve the right to include you in a group policy and charge you a supplement.

14. Visas and Other Requirements

We will send you details of visa requirements along with advice for all compulsory inoculations which are known about at that time. It is your responsibility to ensure these requirements are in place prior to departure.

15. Law and jurisdiction

These terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales. Any dispute which may arise between the parties concerning these terms and conditions shall be exclusively determined by the English Court.

