

OPEN CHALLENGE PARTICIPANT BOOKING CONDITIONS

Please ensure that you have read and understood the Brochure and the itinerary of your chosen Challenge, and/or the GAC Website (www.globaladventurechallenges.com) regarding the style of our Challenges. These terms and conditions remain valid until superseded.

Your contract is made with Global Adventure Challenges Limited (GAC) whose registered office is at 2 Hilliards Court, Chester Business Park, Wrexham Road, Chester, CH4 9QP (Company No. 04518582). GAC accepts bookings subject to you agreeing the conditions set out below:

Definitions:-

- a) **Agreement** – The information contained in the Booking Conditions, Brochure, itinerary of the chosen Challenge, and the GAC Website (www.globaladventurechallenges.com)
- b) **Booking Conditions** – The Agreement made between GAC and you.
- c) **Challenge** – Chosen event undertaken by you.
- d) **Brochure** – Document containing details of each Challenge, including dates, Registration Fee, insurance, minimum sponsorship, number of days of each Challenge and cost of each Challenge.
- e) **Challenge Leader** – The person who leads each Challenge on behalf of GAC.
- f) **Charity** – The Charity or Organisation chosen to receive sponsorship raised by you.
- g) **GAC Website** – www.globaladventurechallenges.com
- h) **Sponsors** – Those who have elected to sponsor you through financial means.
- i) **Supplier** – a company/person not employed by GAC who provides services regarding the Challenges.

1. When you register for the Challenge you undertake that you have the authority to accept and do accept these Booking Conditions. A contract will exist when GAC issues you with a letter confirming your acceptance onto the Challenge, together with a receipt for your Registration Fee. You are not considered registered with GAC until such time as GAC receives cleared funds in respect of the Registration Fee.

These Booking Conditions in conjunction with the information set out in the Brochure, the itinerary of the chosen Challenge and the GAC Website form the entire agreement between ourselves and yourself. GAC holds an Air Travel Organiser's Licence Number 6506 issued by the Civil Aviation Authority which provides for your financial protection and, if applicable, repatriation, in the event of our insolvency.

No employee of GAC other than a director has authority to vary or omit any of these terms or promise any discount or refund with regard to the cost of the Challenge. Any such amendments may only be made in writing.

2. You need to be a minimum of 17 years old (or if aged between 13 and 16 you **MUST** be accompanied by a parent or legal guardian), in suitable physical condition to undertake the Challenge as set out in the itinerary and be fully aware of the possible risks inherent in adventure travel.

The whole philosophy of this type of Challenge is one which allows alternatives and a substantial degree of on-tour flexibility. The outline itineraries given for each Challenge must therefore be taken as an indication of what each group should accomplish and not as a contractual obligation on our part. It is a fundamental condition of joining any GAC Challenge that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible.

Your ability to participate in the Challenge will be subject to the availability of places. GAC will allocate places on a first-come, first-served basis for those who properly complete the registration formalities. If no places are available for your chosen Challenge, after discussion bookings may be transferred to an alternative Challenge or date.

GAC reserves the right on reasonable grounds to decline your request to register and participate in the Challenge. Your entitlement to participate depends on GAC being satisfied that there are no circumstances under which we ought properly to decline your participation in the Challenge. Our decision on your participation shall be final and binding. We will not exercise this right against you unless there are clear grounds for us to do so.

In any circumstances where GAC decides that you may not participate in the Challenge your Registration Fee will be refunded to you in full. GAC has arranged with the Charity that in these exceptional circumstances the Charity will refund to your Sponsors any money you may have raised in sponsorship (in relation to which the Sponsors have indicated that the Charity may not keep the money in such circumstance). Details of any Sponsors requiring such repayment must be given to the Charity with the sponsorship money.

You must comply with the laws and regulations of the countries visited and comply with all reasonable instructions of the Challenge Leader relating to the safety and

organisation of the Challenge. If in GAC's opinion, any airline pilot, accommodation manager or other person in authority feels that you are behaving in such a manner as to cause danger, distress or annoyance to others or cause damage to property, your Challenge arrangements may be terminated by us or the Supplier concerned. In such an event, GAC shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses GAC incurs as a result of your behaviour.

You agree that the information you provide to GAC and/or the Charity is accurate and that GAC may pass all necessary and relevant information, which we hold to our agents for the purpose of marketing and administering this Challenge. GAC shall not subject any personal data about you to any processing except as may be required for the purposes of the Challenge. GAC shall not transfer such personal data to any third party except as may be necessary for the purposes of the Challenge.

You agree that any photography taken prior to, during, or after the Challenge, which may include you in it, may be used in publicity material connected with the Challenge.

If you have chosen Payment Option A ('POA'), you must pay the Registration Fee on registering (please check the GAC Website for the very latest prices), and GAC must receive from the Charity written confirmation that you have provided to them 80% of the minimum sponsorship and pledges for the remaining 20% at least eleven weeks prior to the departure date of your Challenge. All outstanding sponsorship **MUST** be sent to the Charity within six weeks of completing the Challenge.

If you have chosen Payment Option B ('POB'), you must pay the Registration Fee (please check the GAC Website for the very latest prices) on registering, and must pay the Challenge cost and if applicable any price increase, at least eight weeks prior to the departure date of your Challenge. If you register within eight weeks of departure, the full cost should be paid at the time of registration. Any sponsorship **MUST** be sent to the Charity eight weeks prior to the departure date. GAC reserves the right to treat any arrangements as being cancelled by you if such payment is not received 8 weeks prior to departure.

You are not entitled to participate in the Challenge unless GAC has received written authority from the Charity that they are satisfied that you may participate in the Challenge and full payment of the Challenge cost has been received from the Charity (under POA), or you (under POB). If your chosen charity refuses to accept you as a participant and/or pay the challenge balance under Payment Option A, then you will become responsible for paying the challenge balance as and when it becomes due unless an alternative charity can be found. GAC reserves the right to treat any arrangements as being cancelled by you and/or the Charity if full payment for the challenge cost is not received 8 weeks prior to departure.

The Challenge is based on using twin accommodation (where applicable), and if you join a Challenge alone, you will be partnered with another member of the same sex to share accommodation. If you were the last person to join a Challenge and by eight weeks before the Challenge departure there is no-one to partner you up with, then a single supplement fee may be charged dependent on Challenge location. Should a participant of the same sex join the tour after you have paid the single supplement fee, you will be refunded.

Medical Treatment: it is a condition of joining a Challenge that in cases of emergency the GAC representative has your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.

3. Under POA, you agree that unless you raise the minimum sponsorship as indicated in your chosen Challenge itinerary, you will not be entitled to participate in the Challenge unless you pay to the Charity the balance of your Challenge travel and accommodation costs, and the Charity confirms in writing to GAC that they approve you as a participant. At least 80% of the minimum sponsorship must be received by the Charity no less than eleven weeks prior to the Challenge departure date. Failure to do so will mean non-participation in the Challenge. If you have successfully raised the minimum sponsorship (POA), the Charity will pay the Challenge cost arrangements, and any surplus of the sponsorship will be retained by the Charity.

You agree that you will not use the Challenge to raise funds for any cause other than the charity named in your registration form. If you cancel, or you are required to withdraw from the Challenge, you will be required to send all sponsorship money collected or received, directly to the Charity. This money will be retained by the Charity unless the Sponsor has requested that it be returned to them.

You must not start to collect sponsorship until you have received written confirmation of your registration from GAC. All sponsorship money should be sent directly to the Charity and not to GAC. The sponsorship shall be treated as a donation to the Charity.

4. To register for the Challenge (for either POA or POB) you must pay the Registration Fee (as detailed in the Brochure) when returning the completed registration form to the GAC office. The Registration Fee is non-refundable unless we cancel the Challenge for any reason other than war, threat of war, civil strife,

natural, man-made or nuclear disaster, industrial dispute, bureaucratic obstacles, terrorist activity, adverse weather conditions, fire or similar events. Registration Fees paid by credit card will incur a 2% booking fee.

If your registration is successful, confirmation will be sent to you within 14 days of GAC receiving your application. If the Challenge is full, you will be provided with the dates of other departures, given the chance to register on another Challenge, or refunded your Registration Fee.

You are responsible to pay for your personal equipment, tips, UK and overseas Airport Taxes*, government imposed fees* and the costs of visas*, vaccinations*, additional food and drink, personal spending money, transport to and from the airport of departure in the UK, travel insurance (see clause 13), and any other activities not included in the itinerary. (*If applicable).

5. GAC's Registration Fee is fixed at the time of registration and will not be subject to surcharges. The Challenge cost may alter, to allow for changes in costs by airlines or any government action including but not limited to new or increased taxes such as VAT, or in changes in embarkation or disembarkation fees, airport taxes or to allow for fluctuations in applicable exchange rates, or if the number of participants is less than the minimum number required. Under these circumstances GAC reserves the right to increase the Challenge cost payable by you (under POB) from the quoted price.

Where GAC notifies the Charity (under POA) or you (under POB) of a price increase above the full cost, and the Charity or you have not within 14 days notified GAC in writing that the Charity or you accept the same, GAC may terminate this contract.

6. In the event that you wish to change a booking previously confirmed by GAC in writing, GAC will make every effort to assist you. You will be charged an administration fee for any such amendments.

All changes will be subject to availability. You will also be responsible for any unrecoverable charges or expenses in making such amendments. If the Challenge you wish to move to has a higher Registration Fee, insurance premium, minimum sponsorship level, or full cost, you will be responsible to pay the difference.

If you wish to extend your return flight, and GAC is able to arrange it, there will be an administration fee, and if the change of date results in a more expensive ticket, you will be required to pay the difference. You will not be able to amend the outward date, only the return date. You should put your request in writing, no later than 8 weeks prior to departure, to GAC by email or by letter. You must give a preferred return date with two other dates, just in case the first choice is not available. If GAC cannot confirm your requested change of return date, or if the resultant fare increases by £50.00 or more and you choose not to accept the flight GAC will NOT charge you the administration fee.

All GAC Open Challenge flights depart from the main London airports.

Certain amendments (such as postponing your participation to a future Challenge) made by you within eight weeks of departure will be treated as cancellations and re-bookings. The normal cancellation charges will apply (see below). All amendments and cancellations should be confirmed to GAC in writing. Cancellations are only effective from the day that they are received by GAC. Recorded Delivery is essential. Your insurance policy may refund much of your costs if cancellation is due to certain specified factors.

| <u>Period before departure</u> | <u>Cancellation Charge</u> |
|--------------------------------|----------------------------|
| 56 days to 50 days | 60% of Challenge cost |
| 49 days to 36 days | 70% of Challenge cost |
| 35 days to 29 days | 90% of Challenge cost |
| Within 29 days | 100% of Challenge cost |
| Departure date or no show | 100% of Challenge cost |

Most participants complete the Challenge they undertake. However, if you are obliged to cut your Challenge short due to ill-health or for any other reason, there is no refund of National Park fees, or flight and accommodation costs. Any additional accommodation and/or transfer fees, flight and accommodation costs are your responsibility.

7. The itineraries, Brochure, payment options, costs to participants, fundraising tips and ideas, Registration Form, further information and kit lists, Travel Insurance for each Challenge, Instructions to apply for visas (where applicable), medical questionnaire and other details are published in good faith as statements of intention only and reasonable changes to the itinerary, vehicle and equipment use, may be made where deemed necessary or advisable. In an adventure Challenge the itinerary may be and often is changed at short notice due to changing weather patterns, wildlife movements, and other factors out of our control. While GAC makes all proper and reasonable efforts to maintain the advertised itinerary we do not guarantee that we can keep to the intended itinerary. Therefore, GAC reserves the right to amend the itinerary of any Challenge as and when it may become necessary to do so.

If there is a minor modification before you depart, GAC will try to notify you, although we are not obliged to do so, nor is GAC obliged to pay any compensation. GAC is not liable for any penalty charges associated with 'supersaver' type connecting rail or air fares, in the event of a change to a tour departure date, time, or airport. Flight timings and carriers are subject to change and all details given to you are for guidance only. Confirmed details will be as shown on your ticket.

Should a material change become necessary GAC will inform you as soon as reasonably possible. You may decide whether or not to accept the change although you must let GAC know within seven days. A material change includes one made to your travel arrangements before departure involving change of departure or arrival airport (other than between airports within the same city airport system) or if outward or return flights are re-scheduled by more than 24 hours.

If GAC alters the airline, aircraft type operating your flight or routing this is not a material change and GAC will not be under any obligation to notify you of any such change in advance.

As GAC does not control the day-to-day management of your accommodation, it is possible that we may be advised that the reserved accommodation may not be suitable or available to you upon arrival. If this happens, GAC will endeavour to provide accommodation of at least the same standard in the same area.

If GAC is required to change the itinerary during the Challenge, the Challenge Leader will arrange the best alternative. This decision will rest on the sole judgement of the Challenge Leader. The decision of the Challenge Leader is final.

Force Majeure: GAC is not responsible for changes which arise as a result of situations outside of our control such as technical or maintenance problems with means of transportation, changes imposed by re-scheduling or cancellation of flights by an airline or main charterer, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather, bureaucratic obstacles or terrorist activity.

8. GAC reserves the right in any circumstance to cancel the Challenge. However, in no case will GAC cancel your Challenge less than eight weeks before the scheduled departure date unless it is for reasons outside of our control. If GAC has to cancel your Challenge before the date of departure (other than where Force Majeure or paragraph 6 apply) you will be offered either (i) an alternative Challenge of comparable type, though if the alternative offered is at additional cost, the difference will be payable by the Charity (under POA) or you (under POB), or (ii) a full refund of your Registration Fee, in either case being the only recompense which will be due to you.

In exceptional circumstances where there are less than the minimum number of participants required to operate the Challenge, GAC reserves the right to cancel the Challenge, and will not do so later than eight weeks prior to the Challenge departure date. In these exceptional circumstances, the Registration Fee will be returned to you in full along with any proportion of insurance premium returned at the discretion of Travel & General Insurance Company plc. Refunds of sponsorship money will be dealt with in accordance with clause 2.

GAC will not be liable to you for any incidental expenses that you may have incurred as a result of your booking, such as visas, vaccinations and non-refundable connecting flights.

9. Participants together with their personal property including baggage, are at all times solely at their own risk. GAC accepts responsibility for the negligent acts and/or omissions of our employees, while acting within the scope of or in the course of their employment, and for any deficiencies in the services GAC is contractually obliged to provide or the failure of such services to reach a reasonable standard.

Except in respect of death or personal injury caused by the negligence of GAC, or as expressly provided in this Agreement, GAC should not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, of any duty at common law, or under the expressed terms of the Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of GAC, its servants or agents or otherwise) which arise out of or in connection with the provision of any services under the Agreement and the entire liability of GAC and or in connection with the Agreement should not exceed £5,000,000.

Subject to the limitation provisions detailed above GAC does not accept responsibility or any losses suffered by any person taking one of our Challenges as a result of (but not limited to) physical exertion for which a participant is not prepared; forces of nature; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; lack of or limited access to medical attention in remote locations; and the adequacy of medical attention once provided;

Subject to the limitation provisions detailed above GAC does not accept responsibility or any losses suffered by any person taking one of our Challenges as a result of (but not limited to) any excursion not provided for in the itinerary, whether or not such excursion is organised by our employees, agents, sub-contractors or Suppliers.

GAC does not accept any responsibility for disruption, inconvenience, cancellation or alteration to Challenges due to problems caused directly or indirectly by computer problems, where these problems are not our fault or the fault of our Suppliers or could not have been avoided even though all reasonable care has been taken.

If you book any additional activities locally, which is not part of the original Challenge itinerary, your contract for the operation of the activity is with the local company operating the activity.

Please note that your statutory rights as a consumer are not affected by this Agreement.

10. In due course you will be provided with general information about Travel Insurance, passport and visa requirements, information about health formalities required for the Challenge, the arrangements for security for the money paid over and (where applicable) for your repatriation in the event of our insolvency, and the times and places of intermediate stops and transport connections and accommodation details.

You must ensure that your travel documents, full ten year passport (with a minimum of six months validity at the end of the Challenge), visas and vaccination certificates are in order. Please bear in mind these requirements are subject to change and GAC cannot be held responsible if you do not check current requirements before your departure. If failure to obtain any such documents results in fines, surcharges or other financial penalty being imposed upon GAC then you shall reimburse accordingly.

You are liable for any costs, expenses or other sums incurred by you as a consequence of a refusal to allow you into any country on the itinerary as a result of insufficient time on your passport or otherwise.

The information in this Agreement and in the documents supplied to you accompanying this Agreement is correct at the time of printing, and is given in good faith but without responsibility on the part of GAC. Where relevant you should check with the relevant authority the latest information prior to your Challenge.

11. GAC is not a carrier or provider of accommodation. Each journey (whether undertaken or not) by land, sea or air is governed by the conditions of the carrier undertaking to provide that carriage. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available for inspection at the offices of the carrier concerned.

As all GAC's itineraries are different, airlines used differ with each itinerary. In prepared itineraries, transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time, and in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed. Internal flights are particularly vulnerable to change.

GAC has no control and accepts no liability whatsoever for cancellations and delays, which are subject to operational decisions by airlines and/or traffic control authorities. You are responsible for check-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your Challenge.

If flight delays mean that any additional transfers are required to enable you to join the group these costs must be met immediately by you and should later be reclaimed under your insurance policy if applicable. If you are joining the tour locally (i.e. the country the Challenge takes place in) the responsibility of GAC does not commence until the appointed time at the designated meeting point.

No credit or refunds will be given if you fail to take up any component of your Challenge, or if you lose, mislay or destroy any travel documents.

The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. This Challenge may be taking place in a country where travel and accommodation standards are less developed than in the UK. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services.

12. In order to participate in a GAC Event, it is compulsory that you have adequate Travel Insurance. GAC is able to offer you travel insurance specifically tailored to these types of challenges. For up to date information on the relevant Travel Insurance Company and their requirements for your chosen Challenge, please see the GAC Website.

If you decide to obtain your own travel insurance then you will need to sign and return GAC Insurance Indemnity Form before being allowed to travel. You will also need to provide us with a copy of your own personal travel insurance.

It is not administratively possible for GAC to vet each and every participant's own personal travel insurance policy. Therefore you are responsible for ensuring that you

have adequate personal travel insurance, with protection for the full duration of the challenge in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you make your own arrangements you should ensure that there is no exclusion clauses limiting protection for the type of activities included in the challenge.

Whilst GAC has taken steps, which they consider necessary to review the travel insurance policies it offers, it is not possible to anticipate every conceivable risk or accident that can occur on an adventure Challenge. In addition, no insurance policy covers every possible accident that may arise. You are therefore requested to consider for yourself the wording of the policy provided and which is compulsory for this Challenge.

You should take the original copy of the travel insurance policy on the Challenge, and leave a photocopy at home.

If you extend your return flight, you will also need to make sure that your travel insurance is extended to cover you for the full duration.

13. An adventure Challenge is not without risks. You must be adequately fit to cover the distances and undertake the programme set out in your Challenge itinerary. You therefore take part entirely at your own risk. In addition you agree to indemnify GAC and the Charity against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this Challenge arising from your own actions.

You take the risk that you will be able to satisfy all immigration customs or other authorities to be able to be granted lawful access into all the countries on the itinerary. If you are refused access, GAC accepts no liability for any costs and expenses you incur in resolving your difficulties or returning to the UK.

GAC will give such assistance as we can in the circumstances without any obligation upon us to do so and without any liability for our actions on your behalf.

Cyclists must wear a helmet meeting UK standards when riding and must wear such other safety clothing or equipment as may be required in the country concerned or under the rules and regulations of any local service provider of any activity undertaken by you. For water-based activities you must be able to swim 50 metres fully clothed.

14. GAC will do our very best to ensure that your travel arrangements go according to plan. However, if you have a complaint arising out of what GAC has agreed to provide for you please let us know at the earliest opportunity, if necessary by calling the GAC UK office from wherever you may be.

If a problem arises during your Challenge, it is important that you advise the Challenge Leader and the Supplier at the earliest opportunity who will endeavour to put things right.

If your complaint cannot be resolved locally you should advise GAC within 28 days of returning to the UK, in writing, with all other relevant information. Your letter will be given prompt attention. If you fail to follow this simple procedure, GAC will not accept responsibility, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem.

Failure to complain on the spot will result in the client's ability to claim compensation from GAC being extinguished or at least reduced.

Any dispute or difference between the parties arising out of or in connection with this Agreement shall be referred to a single mediator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Law Society of England and Wales.

15. The contract between GAC and you, and these Booking Conditions are governed by and construed in accordance with English law. All parties agree to submit to the exclusive jurisdiction of the English Courts.

16. No failure or delay on the part of GAC in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by GAC of any breach of this Agreement by you should be considered as a waiver of any subsequent breach of the same or any other provision.

This Agreement and all the rights under it may be assigned or transferred by GAC.

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. The failure by either party to enforce at any time or for any period one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.