These terms and conditions (Conditions) govern the contractual relationship between you and Global Adventure Challenges Limited (GAC) with respect to the Challenge. Please read these Conditions carefully as by booking a Challenge with GAC, or by participating in a Challenge you acknowledge that you have read and understand these terms and conditions and accept and agree to be bound by these Conditions.

1. INTERPRETATION

1.1 Definition. In these terms, the following definitions apply:

Challenge
the chosen event undertaken by you, either a UK Challenge or Overseas Challenge.

Challenge Documents
documents containing details of the Challenge, including itinerary, kit lists, further information, cost and payment information sheet – registration fees, minimum sponsorship and challenge costs, challenge dates.

Charity
the charity or organisation chosen to receive sponsorship raised by you.

Contract
the contract between the you and us in accordance with these Conditions and the information set out in the Challenge Documents.

Force Majeure Event
any circumstances which are unusual and/or unforeseeable which are beyond the control of GAC, the consequence of which could not have been avoided even if all due care had been exercised, including (but not limited to) war or threat of war, riot, civil strife, hostilities, political unrest, government action, industrial dispute, natural or other disaster, nuclear incident, terrorist activity, weather conditions, closure of airports, fire, flood, drought, re-scheduling or cancellation of flights or alteration of the airline or aircraft type by an airline and technical problems with transportation and all similar events outside the control of the parties.

GAC
Global Adventure Challenges Limited whose registered office is at 2 Hilliard Court, Chester Business Park, Wrexham Road, Chester CH4 9QP (Company No. 04518582), ATOL number 6500.

GAC Website
www.globaladventurechallenges.com

Overseas Challenge
an event that takes place in whole or part outside of the UK.

POA
payment option A – raising the minimum sponsorship required to participate in the Challenge.

POB
payment option B – self funding option where the participant pays the Challenge costs.

Registration Fee
the registration fee payable for the Challenge as set out on the GAC Website and/or Challenge Documents.

Sponsors
those who have elected to sponsor you through financial means.

Supplier
a company/person not employed by GAC who provides services regarding the Challenges.

UK Challenge
an event that takes place within the UK at all times.

You, Your
the first person named on the registration form and all persons on whose behalf a booking is made.

2. REGISTRATION

2.1 To register for the Challenge for either POA or POB you must complete GAC’s registration form and pay the Registration Fee as detailed in the Challenge Documents and/or the GAC Website. Registration Fees paid by credit card will incur a 2% booking fee. Please note that completion of the registration form does not constitute our acceptance of your booking.

2.2 When you register for the Challenge you undertake that you have the authority to accept, and do accept these Conditions.

2.3 If you have completed a registration form with more than one named person, the first named person on the registration form shall be deemed to have accepted these terms and conditions on behalf of all persons detailed on the registration form travelling on or otherwise participating in the Challenge, and by such travel or participation all named persons indicate their agreement to these Conditions.

2.4 If your registration is successful, confirmation will be sent to you within 14 days of GAC receiving your application. The 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.

2.5 The Registration Fee is non-refundable unless we cancel the Challenge for any reason other than a Force Majeure Event.

3. PARTICIPATION

3.1 You need to be at least 18 years of age (if aged between 14 and 17 you must be accompanied by a parent or legal guardian) and consider yourself to be fit and healthy enough, and physically able to complete the Challenge as set out in the itinerary, fully acknowledging the possible risks inherent with adventure travel, and have no other medical condition other than any disclosed to GAC.

3.2 The whole philosophy of this type of Challenge is one which allows alternatives and a substantial degree of on-tour flexibility. The itinerary outlines 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.

3.3 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.

3.4 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.

3.5 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, GAC’s 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.

3.6 You acknowledge and agree that GAC may use your consent and without charge, photography taken prior to, during, or after the Challenge in its brochures, on the GAC website, in its social network marketing activities and any other relevant promotional material.

3.7 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 or accommodation costs. Any additional accommodation and/or transfer fees, flight and accommodation costs are your responsibility.

3.8 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.

3.9 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 8 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.

4. MEDICAL CONDITIONS AND MEDICAL FORM

4.1 GAC requires all participants to complete a medical questionnaire. You agree to complete the medical questionnaire accurately and honestly giving full details of any current medical or historic medical condition that still affects you. You must advise GAC of any new condition which you may develop before the date of departure. Such information will be maintained in a confidential manner and in accordance with Data Protection Legislation.

4.2 If you have any medical condition, which GAC in its sole discretion considers it may affect your involvement in the Challenge, GAC require you to have the medical questionnaire signed by a licensed and practising medical doctor in order for you to participate in the Challenge.

4.3 Notwithstanding the circumstances, if you are unable or unwilling to obtain a doctors signature in accordance with clause 4.2 you shall be deemed to have not fulfilled the required conditions to enable your participation on the Challenge. This shall be treated as a cancellation by you and in result you will be charged dependent on Challenge location.

4.4 Certain challenges may not be suitable for all people due to restriction posed by limited in mobility, physical or cognitive disability, pregnancy or various other medical conditions. GAC reserves the right to refuse a booking if we feel unable to accommodate the particular needs of the person(s) concerned.

4.5 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.

4.6 You agree and acknowledge that a qualified first aider may attend you in case of an emergency prior to you receiving care from a health care provider.

4.7 You participate in the Challenge entirely at your own risk and assume all of the known and unknown risks that may result from participation in the Challenge in light of any disclosed medical condition.

4.8 You acknowledge that participation in the Challenge may involve travel to remote areas. If you are injured or suffer from an illness during the Challenge, a qualified medical practitioner may not be immediately available in order to treat any injury or illness, and you accept all risks associated with any delay in the provision of medical treatment.

4.9 You agree to indemnify and hold harmless GAC, its officers, employees and subcontractors from all claims, damages, losses and injuries arising out of or resulting from the delay of or the provision of first medical assistance except in the case of death or personal injury caused by the negligent acts of GAC, its officers, employees and subcontractors.

5. MINIMUM NUMBERS

5.1 GAC’s prices are based on a minimum number of people in the group participating in the Challenge. If the group is smaller or becomes smaller than this minimum number, GAC may offer the option to continue with the Challenge with less than the minimum numbers, however a small supplement will be applicable.

5.2 Where a small group supplement becomes applicable GAC will communicate this to you no later than 8 weeks before the departure and you will be liable for any small group supplement on receipt of an invoice from GAC. Any failure by you to pay such invoice by the due date will result in GAC refusing your participation in the Challenge.

6. CHALLENGE PAYMENTS AND COSTS

6.1 If you have chosen POA, you must pay the Registration Fee on registering (please check the GAC Website for the very latest prices), and raise the minimum amount of sponsorship as shown in the Challenge Documents.

6.2 GAC must receive from the Charity confirmation that you have provided to them 80% of the sponsorship required to participate in the Challenge and the Charity confirms to GAC that they approve you as a participant. Failure to do so will mean non-participation in the Challenge.

6.3 If you do not raise the minimum sponsorship you will not be entitled to participate in the Challenge and GAC will cancel your place. The Charity will not be informed of the cancellation and you are responsible for all Challenge costs.

6.4 You have successfully raised the minimum sponsorship, the Charity will pay the Challenge cost arrangements, and any surplus of the sponsorship will be retained by the Charity.

6.5 If you have chosen POB to pay the Registration Fee on registering, and must pay the Challenge cost and if applicable any price increase, at least 8 weeks prior to the departure date of your Challenge. GAC reserves the right to treat any arrangements as being cancelled by you if such payment is not received 8 weeks prior to departure. If you register within 8 weeks of departure, the full cost should be paid at the time of registration.
9.4 GAC reserves the right in any circumstance to cancel the Challenge. However, in no case will GAC cancel the Challenge less than eight weeks before the scheduled departure date unless it is in the case of a Force Majeure Event.

9.5 GAC shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. GAC will provide a full refund of any payments made but will not be liable for any additional compensation.

9.6 If GAC has to cancel your Challenge before the date of departure (other than in the case of a Force Majeure Event) you will be offered either:

(a) an alternative Challenge of comparable type, though if the alternative offered is at additional cost, the difference will be added to the Challenge by you and our cancellation charges set out in clause 9 will apply.

(b) a full refund of your Registration Fee

in either case, we will pay you compensation, using the scale shown in 11.5 below, and we will always refund the difference in price if the alternative Challenge is of a lower price.

9.7 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 8 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 your travel insurance provider.

9.8 If the Challenge is cancelled by GAC in the circumstances set out at 9.6 above, GAC will not be liable to you for any compensation including incidental expenses that you may have incurred as a result of your booking, such as visas, vaccinations and non-refundable connecting flights.

9.9 Subject to Regulation 15 of The Package Travel and Linked Travel Arrangements Regulations 2018, GAC reserve the right to cancel or curtail the Challenge at any time if in the reasonable opinion of GAC or the Challenge Leader it would be unsafe or would risk the health of any participant to continue or to continue with the challenge.

10. CHALLENGE DOCUMENTATION

10.1 The itineraries, 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. GAC may make reasonable changes to the itinerary, vehicle and accommodation arrangements, and the times and dates of travel and flights to the extent that is reasonably possible. GAC reserves the right to amend the itinerary of any Challenge as and when it may become necessary to do so.

10.2 In due course you will be provided with general information about your Challenge, which could include travel insurance, passport and visa requirements, information about health formalities and financial matters. You are required to repatriation in the event of our insolvency, and the times and places of intermediate stops and transport connections and accommodation details.

10.3 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 for any changes you may have to make to your travel arrangements before departure involving a significant change of vehicle, (alternative to the alternatives set out in section 11 for those circumstances, but in either case you will receive compensation in accordance with 11.5 below).

10.4 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.

10.5 The information in the Contract and the documents supplied to you accompanying the Contract 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. CHALLENGE ITINERARY

11.1 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 a similar 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.

11.2 If there is a minor modification before you depart, GAC and/or the Charity will notify you as soon as possible in writing but will not be obliged to pay any compensation. GAC is not liable for any penalty charges associated with ‘superflex’ type connecting rail or air fares, in the event of a change to a tour departure date, time, or place. Departure 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 and/or your final joining instructions.

11.3 Should a major change become necessary GAC and/or the Charity will inform you as soon as reasonably possible. A major change includes but is not limited to a price increase of more than 8% or one made to your travel arrangements before departure involving a significant change of departure point or arrival point (other than departure or arrival points within the same city) if an outward or return travel dates are re-scheduled by more than 24 hours.

11.4 If GAC informs you of a major change (other than in the case of a Force Majeure Event), you may within 14 days of notification either:

1) accept the new itinerary offered by us; or

2) accept an alternative Challenge from us of equivalent or similar standard and price, at the date of the change, if we are able to offer you one; or

3) cancel your Challenge with us and receive a full refund of all monies paid within 14 days of cancellation.

11.5 Either way, GAC will pay you compensation, using the compensation table below:

<table>
<thead>
<tr>
<th>Period before departure when cancellation</th>
<th>Compensation payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 56 days</td>
<td>£0</td>
</tr>
<tr>
<td>30 – 55 days</td>
<td>£10</td>
</tr>
<tr>
<td>15 – 29 days</td>
<td>£20</td>
</tr>
<tr>
<td>8 – 14 days</td>
<td>£30</td>
</tr>
<tr>
<td>7 days or less</td>
<td>£40</td>
</tr>
</tbody>
</table>

12. SPECIAL REQUESTS

In the event that you wish to make a special request, 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.

If you wish to extend your return date, 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 must put your request in writing as instructed by GAC, no later than 8 weeks prior to departure, to GAC by email or by letter. You must give a preference return date with 3 other dates, 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.

If you choose to postpone your participation in a challenge or want to participate in an alternative challenge, you should put your request in writing to enquiries@globaladventurechallenges.com as soon as possible and in any event no later than 8 weeks before the departure of the Challenge. If the Challenge you wish to move to has a higher Registration Fee, insurance premium, minimum sponsorship level, or challenge cost, you will be responsible to pay the difference.

GAC reserves the right to treat a request to transfer to an alternative challenge as a cancellation and re-booking if such request is received in writing within 8 weeks prior to the departure date.

Any request to transfer to an alternative Challenge will incur an administration fee payable within 30 days of the date of invoice. Failure by you to pay such invoice by the due date will result in GAC placing your transfer request on hold for 7 days. If your challenge is cancelled in the meantime, our recorded delivery is essential. Your insurance policy may refund much of your costs if cancellation is due to certain specified factors.

Save a breach of condition 3.4, the relevant Cancellation Charges will be as follows:

<table>
<thead>
<tr>
<th>Period before departure</th>
<th>Cancellation Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 56 days</td>
<td>Cost of Registration Fee</td>
</tr>
<tr>
<td>56 days to 50 days</td>
<td>60% of Challenge cost</td>
</tr>
<tr>
<td>49 days to 36 days</td>
<td>70% of Challenge cost</td>
</tr>
<tr>
<td>35 days to 29 days</td>
<td>90% of Challenge cost</td>
</tr>
<tr>
<td>Within 29 days</td>
<td>100% of Challenge cost</td>
</tr>
<tr>
<td>Departure date or no show</td>
<td>100% of Challenge cost</td>
</tr>
</tbody>
</table>
11.6 If we do not receive a response from you within 14 days of the major change notification, we will send you a request for your consent to proceed as notified. Should you not consent to this second notification, GAC may terminate the contract and refund all payments made within 14 days of termination.

11.7 If GAC alters the mode of transportation on the Challenge, then this is not a major change but GAC will aim to notify you of any such change in advance.

11.8 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.

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

11.10 As all GAC’s itineraries are different, and modes of transportation used differ with each itinerary. In prepared itineraries, transport timings are provided by the carrier concerned and are subject to such matters as carrier control 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.

11.11 The availability or provision of accommodation is subject to the house rules of the accommodation site. This Challenge may be taking place in a country where travel 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. CONDITIONS OF SUPPLIERS

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 relevant carrier. GAC does not guarantee or warrant whatever results from your joining the Group.

13. TRANSPORTATION DELAYS

13.1 You are responsible for check-in at the correct time and for presenting yourself to take up all pre-booked components of your Challenge. GAC accepts no liability whatsoever in respect of any issues arising as a result of your own actions.

13.2 GAC has no control over cancellations and delays, which are subject to operational decisions by carriers, airlines and/or traffic control authorities.

13.3 Where it is not possible to ensure your timely return to the departure point due to unavoidable and extraordinary circumstances, GAC will bear the cost of necessary accommodation for a period not exceeding 3 nights.

13.4 If transportation 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 travel insurance application.

13.5 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.

14. LIABILITY

14.1 Except as specifically set out in these Conditions, we will not accept any further or different liability than The Package Travel and Linked Travel Arrangements Regulations 2018 impose. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

14.2 Participants together with their personal property including baggage are at all times solely at their own risk. GAC will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description, resulting from any of the following:
   (a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
   (b) the act(s) and/or omission(s) of a third party connected with the provision of the Challenge and which were unforeseeable or unavoidable or
   (c) a Force Majeure Event.

14.3 Nothing in these Conditions shall limit or exclude the liability of GAC for:
   (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
   (b) fraud or fraudulent misrepresentation; or
   (c) any matter in respect of which it would be unlawful for the GAC to exclude or restrict liability.

14.4 Subject to clause 14.3.
   (a) GAC does not accept responsibility for any losses suffered by any person participating in a Challenge as a result of (including but not limited to) physical exertion for which a participant is not prepared, consumption of alcoholic beverages, breakdown of equipment; high altitude, lack of or limited access to medical attention in remote locations and the adequacy of medical protection and facilities.
   (b) GAC shall not indemnify you or any other participant in a Challenge for any item which is not covered by your travel insurance and which is not compulsory for the Challenge. In addition, you agree to indemnify us for any claim we may receive in connection with any item which you are not covered for.
   (c) the total liability of GAC to you in respect of all other losses arising under or in connection with the Challenge, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of, or indirect or consequential loss arising under or in connection with the Challenge; and
   (d) in all cases the total liability of GAC shall be limited to the total amount paid by you to us in respect of the Challenge.

14.5 GAC does not accept responsibility for services or facilities which do not form part of the Contract. 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. We are not responsible for the provision of the local activity or for anything that happens during the course of its provision by the supplier.

14.6 Participants who select a ground only option are recommended to purchase flights approximately 8 weeks before the departure date of the Challenge. GAC shall not liable for any flight costs, accommodation costs and any other associated costs incurred by a Participant before GAC confirms that the minimum numbers have been recruited for the Challenge and that the Challenge will proceed.

14.7 Please note that your statutory rights as a consumer are not affected by the Contract.

15. TRAVEL INSURANCE

15.1 In order to participate in a GAC event, it is compulsory that you have travel insurance for all Overseas Challenges and it is recommended for all UK Challenges. 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 GAC’s Website.

15.2 If you decide to obtain your own travel insurance then you should provide us with details of your own personal travel insurance. You will not be allowed to travel if GAC discover that you have no proof of suitable travel insurance and in such circumstances no refund shall be given by GAC. If GAC discover that you have not renewed your insurance after departure of the Challenge, GAC shall not be liable for any injury and/or damage to persons or property as a result of your failure to obtain suitable travel insurance and you acknowledge and accept the risks of participating in the Challenge without suitable travel insurance.

15.3 GAC will not or will not review your personal travel insurance policies details. Therefore, you and also you will be 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 suffer from any current or pre-existing medical conditions, you must disclose to us. We reserve the right to request you have full cover for these conditions including provisions for medical treatment and repatriation. You must also advise them of any new condition which you may develop before the date of departure. Failure to disclose any medical condition could render your policy invalid. If you make your own arrangements you should ensure there are no exclusion clauses limiting protection for the type of activities included in the challenge.

15.4 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. To the extent that the insurance policy covers every possible accident that may arise. You are therefore required to consider for yourself the wording of any policy provided which may be compulsory for the Challenge.

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

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

16. RISKS AND INDEMNITY

16.1 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 voluntarily and against any 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.

16.2 You take the risk that you will be able to satisfy all immigration customs or other authorities to be able to travel for the duration of the Challenge and return to the UK. You agree that if you fail to do so you will bear all costs of repatriation and the Challenge is not responsible for any such fees or costs.

16.3 Cyclists must wear a helmet meeting UK standards when riding and must wear such other safety clothing and 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.

17. YOUR FINANCIAL PROTECTION

17.1 When you buy an ATOL protected flight inclusive Overseas Challenge from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this protection covers, and who you can contact if things go wrong.

17.2 We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on your ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide the services listed on your ATOL Certificate. If we, or the suppliers identified on your ATOL Certificate, do go out of business, you will be entitled to any money you have paid to us or any money you have given to us for payment to re-arrange the services for you.

17.3 If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable).

17.4 For UK Challenges, all participants booking a non-flight package with GAC are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. This insurance policy will also include if required a full accompanying insurance policy for all participants, which will cover your return flight to the point of departure of your Challenge arrangements due to the insolvency of GAC. This insurance has been arranged by Towergate Chapman Stevens through Zurich Insurance PLC. Claims: In the unlikely event of Insolvency, you must inform Towergate Chapman Stevens immediately on +44 (0) 1932 334140 or by email at tcs@towergate.co.uk. Please ensure you retain the booking confirmation form as evidence of cover and value. Policy exclusions: This policy will not cover any monies paid for Travel Insurance, Cars, Flights or any other claim relating to Air Flights.

18. DATA PROTECTION

In this clause 18. Data Protection Legislation means (i) unless and until the General Data Protection Regulation (EU 2016/679) (GDPR) is no longer directly applicable in the UK and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

18.1 GAC may store, collect Personal Data from you in order to process your registration and deliver the Challenge (Personal Data has the meaning defined in the Data Protection Legislation). All Personal Data that we may collect (including, but not limited to, your name, address and passport details) will be collected, used and held in accordance with the provisions of the Data Protection Legislation.

18.2 Both parties will comply with applicable requirements of the Data Protection Legislation.

18.3 You will ensure that you have all appropriate consents and notices in place to enable lawful transfer of the Personal Data to GAC for the duration and purpose of the Contract and the Challenge.
18.4 GAC shall, in relation to any Personal Data processed in connection with the performance of its obligations under the Contract:

(a) process Personal Data on your written instruction;
(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage;
(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
(d) only process Personal Data out of the European Economic Area strictly where necessary, to fulfil the terms of the Contract where the Challenge is an Overseas Challenge;
(e) respond to any request from a data subject and ensuring in compliance with its obligations under the Data Protection Legislation;
(f) notify you without undue delay on becoming aware of a Personal Data breach;
(g) at your written request, delete or return Personal Data and copies thereof to you on termination of the Contract; and
(h) maintain complete and accurate records and information to demonstrate compliance with this clause 18.

18.5 You acknowledge that GAC may share your personal information with its third party suppliers and operators who deliver services or component parts of the Challenge. If you are participating in the Challenge to raise funds on behalf of a charity, you consent to GAC sharing your Personal Data with your chosen charity for the sole purpose of your fundraising on their behalf. By submitting any Personal Data to GAC, you accept that your Personal Data may be shared with selected third parties.

19. ANTI-SLAVERY AND ANTI-BRIBERY

19.1 In performing its obligations under the Contract, GAC shall:

(a) comply with all applicable laws, statutes, regulations and codes relating to anti-slavery, human trafficking, anti-bribery and anti-corruption from time to time in force including but not limited to the Modern Slavery Act 2015 and the Bribery Act 2010; and
(b) not engage in any activity, practice or conduct that would constitute an offence, under sections 1.2 or 4 of the Modern Slavery Act 2015 or under sections 1.2 or 6 of the Bribery Act 2010 if such activity, practice or conduct were carried out in the UK.

20. COMPLAINTS

20.1 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 on +44 (0)1244 676454 from wherever you may be.

20.2 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.

20.3 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.

20.4 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.

21. OTHER IMPORTANT TERMS

21.1 Nothing in these Conditions are intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 GAC may transfer its obligations and rights under these Conditions and the Contract to a third party. You may not transfer your obligations and rights under these Conditions and under the Contract.

21.3 The Contract is between you and GAC. No one other than a party to the Contract shall have any right to enforce any of its terms.

21.4 Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

21.5 No failure or delay by GAC in exercising any of its rights under the Contract means that GAC have waived that right, and no waiver by GAC of a breach of any provision of the Contract means that GAC will waive any subsequent breach of the same or any other provision.

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

21.7 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.8 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

21.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.