



## TERMS AND CONDITIONS

### OVERSEAS EVENTS

#### YOUR TERMS

Your contract is made with Adventurous Ewe Limited ("AE", "we", "us", "our").

**Adventurous Ewe**, a company registered in England and Wales (7603245 and VAT no: 141290149) whose registered office is at: 52 Ty Mawr Road, Deganwy, North Wales, LL31 9UB ("AE", "Adventurous Ewe", "we", "us", "our").

AE is a tour operator which specialises in organising and running fundraising adventure challenge events. AE accept bookings subject to you agreeing to the conditions set out below. Please read these booking conditions carefully as they set out your respective rights and obligations. In these Bookings Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. If you are signing the registration as a parent or guardian (on behalf of an under 18 joining a challenge) you accept these conditions on behalf of the minor.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
4. He/she accepts financial responsibility for payment of the registration fee on behalf of all persons detailed on the booking.

#### MAKING A BOOKING

A booking and binding contract is made with us when

- a) you complete the booking form or online registration page
- b) you pay us a registration fee and
- c) we issue you with a booking confirmation and receipt.

At the time of booking, along with paying your registration fee, you will be required to provide us with all your information, such as your name, address, email address, telephone number, medical history including any allergies, dietary requirements and any additional information as required by the Charity you are supporting. If you fail to complete the booking process and fail to provide us with such information, your booking will be terminated, and the charges detailed in the 'cancellations by you' clause will apply.

These booking conditions form the entire agreement between us. No employee of AE other than a Director has the authority to vary or omit any of these terms or promise any discount or refund. Challenges and prices on our website supersede details published in any printed AE or Charity materials.

In circumstances where we reasonably decide that you are unable to participate in the challenge for whatever reason, your registration fee will be refunded to you in full. You will need to contact your Charity with regards to their terms and conditions for refunding your sponsors any money you may have raised in sponsorship (in relation to which the sponsors have indicated on the sponsorship form that the Charity may not keep the money in such circumstances). Details of any sponsors requiring such repayment must be given to the Charity with the sponsorship money. Please note that admin fees are non-refundable in all cases and do not form part of the total challenge cost.

#### MAKING A GROUP BOOKING

If you wish to make a group booking for a group of people, you (the "Master Booker") should proceed through the normal booking process. You will have the opportunity to add as many additional participants to your group as you wish, at the time of booking. You will need to pay a registration fee for both your own booking and each additional participant that you have added to your group booking.



Once the booking is complete, we will provide the Master Booker with a unique URL link via email. This unique URL link must be forwarded to each member of the team by the Master Booker and each participant must then use that link to complete their own booking.

By placing a group booking you, as the Master Booker, expressly agree and acknowledge that you alone are responsible for filling each participant place that you have added to your booking. All registration fees paid are non-refundable and so registration fees paid at the time of booking will be lost for any participant place that you are unable to fill.

Furthermore, if you are a participant who is booking on to a group booking, you accept and acknowledge that your registration fee has been paid for you by the Master Booker. You therefore acknowledge and agree that all payment obligations shall exist as between us and the Master Booker with regards to your registration fee. Unless expressly agreed otherwise with the Master Booker and ourselves, we will not process any refunds or any other payments to a participant directly for the registration fee; all such payments shall be made to the Master Booker only.

Thereafter, both the Master Booker and each individual Participant will be personally responsible for meeting all other costs and obligations (ie. Paying the balance of the challenges costs under the self-funder option or raising the required minimum sponsorship under the minimum sponsorship option) to participant in the challenge.

#### **FINANCIAL PROTECTION**

In accordance with The Package Travel, Package Holidays and Package Tours Regulations 1992 all passengers booking with AE are fully protected for the initial registration fee and subsequently the balance of all monies paid to us, arising from cancellation or curtailment of your travel arrangements due to the insolvency of AE. We hold International Passenger Protection providing financial failure insurance for AE. For further information visit the IPP website at <http://www.ipplondon.co.uk/>.

All our challenges DO NOT include flights, therefore (and where you are joining from a European country), your booking is insured by International Passenger Protection Limited and underwritten by Insurers who are members of the Association of British Insurers & Lloyds Syndicates. For further information please go to [www.ipplondon.co.uk](http://www.ipplondon.co.uk). There is no requirement for financial protection on one day challenges and none is offered.

#### **IPP CLAIMS PROCEDURE:**

Download Claims Form from [www.ipplondon.co.uk](http://www.ipplondon.co.uk). Any occurrence which may give rise to a claim should be advised within 14 days to: International Passenger Protection Limited, Claims Office, Telephone: +44 (0)20 8776 3752, Fax: +44 (0)20 8776 3751, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, UK. In order to deal promptly with any claim it is essential that you retain all bills, receipts, and other documents relating to your travel arrangements.

#### **PRIVACY POLICY**

In order to process your booking and to ensure that your challenge runs smoothly and meets your requirements, we need to use the information you provide such as name and passport details, and any special needs/dietary requirements, etc. We must pass the information on to the relevant suppliers of your travel arrangements such as ground handlers, hotels, transport companies, and the Charity you are supporting with your fundraising. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law.

Additionally, where your challenge is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. However, all our ground handlers and third-party suppliers have been instructed to follow strict data protection guidelines provided by Adventurous Ewe. We will not, however, pass any information on to any person not responsible for part of your challenge arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary or medical requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Please see our Privacy Policy for further information.



## **PARTICIPATION**

Participants must be a minimum of 18 years old on the challenge departure date and be in suitable physical condition to undertake the challenge as set out in the itinerary. Participants should be fully aware of the possible risks inherent in adventure travel. 16 to 17 year olds may also participate in challenges, with the agreement of, and when accompanied on the challenge by their parent or guardian.

## **DISABILITIES AND MEDICAL ISSUES**

Our challenges are open to participants of all backgrounds and we will do our best to cater for any special requirements you may have. If you have any medical problem or disability which may affect your involvement in the challenge you must provide us with full details during the registration process (such information will be dealt with in a confidential manner). Before we confirm your booking we will advise as to the suitability of your chosen arrangements if possible, and we will endeavour to assist you. The challenging nature of the challenges we operate mean that where a participant's involvement needs specific medical, social or cultural assistance we may request that they travel with a companion.

If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking or, if full details are not given at the time of booking we reserve the right to cancel your booking (imposing applicable cancellation charges) where relevant.

## **CHALLENGE COSTS**

To book on a challenge, (regardless of the payment option you select) you must pay the registration fee when completing the registration process. The registration fee is non-refundable in the event of your cancellation unless we cancel the challenge for any reason other than Force Majeure situations.

If you book onto a challenge and the costs are greater than that of the group (usually associated with late bookings), we will advise you of any increased costs. If your chosen challenge is full, you will be provided with the dates of other departures, given the chance to book on another challenge, or refunded your registration fee. You are responsible to pay for your personal equipment, tips, overseas airport taxes\*, government imposed fees\* and the costs of visas\*, vaccinations\*, additional food & drink, personal spending money, transport to and from the airport of departure in the UK, airfares, and any other activities not included in the itinerary. (\*If applicable).

All discounts and reduced pricing are applied at our discretion. From time-to-time we may offer reduced pricing on selected challenges. The reduced pricing applies strictly to new bookings, and bookings that have already been confirmed are locked into their original price and are not entitled to the reduced pricing. Promotions are only valid for that specific challenge and are non-transferrable. We are offering the above promotions in good faith in order to meet the minimum numbers required to operate your chosen challenge. Should this minimum still not be met twelve weeks prior to departure, we will apply a small group supplement as advertised on our website. This supplement will be added to your final invoice. Alternatively, should numbers remain too low to operate the challenge, we reserve the right to cancel that challenge and will carry over 50% of the promotional saving to your chosen alternative departure date. Only one promotional code can be used at a time.

## **SELF FUNDER**

Under the Self Funder option ("SF"), you must pay the balance of your challenge costs and if applicable the price increase (subject to the pricing and surcharges clause), at least eight weeks before departure. If you book within ten weeks of departure, the full cost should be paid at the time of booking.

## **MINIMUM SPONSORSHIP**

Under the Minimum Sponsorship option ("MS"), you must provide the Charity with 80% of the minimum sponsorship and pledges for the remaining 20% at least ten weeks prior to the departure date of your challenge. The Charity will then pay AE your remaining challenge costs. There is no additional payment required from you to us other than for amending your booking if applicable (as defined in the Changes and Amendments clause), or if there is an increase in the cost of your trip as a result of fuel surcharges as described in the pricing and surcharges clause.

## **FOR BOTH PAYMENT OPTIONS**

You are not entitled to participate in the challenge unless we have received from you, the Charity or the Corporate, cleared funds in respect of the registration fee, the balance of your challenge costs,



and any other services that have been booked for you. We reserve the right to treat any arrangements as being cancelled by you if such payment is not received on time, and our standard cancellations charges will apply. In exceptional and unavoidable circumstances we reserve the right to request the balance of challenge costs (or a proportion of those challenge costs), prior to 8 weeks before departure. This may occur in the rare case, where a supplier requires earlier payment than standard industry terms. We will do all we can to vary the terms favourably, and if we are unsuccessful, we will let you know of the revised deadline at the earliest possible opportunity. In the event that the revised deadline requested is not met, we reserve the right to treat the booking as cancelled, with our standard cancellation charges being applicable.

Please consider carefully which payment option you select before completing the online registration. If you wish to change your payment option once you have booked you should request this in writing to your chosen Charity and copy in [info@adventurousewe.co.uk](mailto:info@adventurousewe.co.uk). If your chosen Charity agrees to your request they should in turn confirm this in writing to [info@adventurousewe.co.uk](mailto:info@adventurousewe.co.uk). There will be an administration charge of £60 to process your request and this should be paid within seven days. Your payment option will only be changed once the £60 charge has been paid and at this stage we will send a new authorisation request to your Charity.

### **SPONSORSHIP**

Under the SF option, there is generally no minimum sponsorship requirement but you will be asked to raise as much as possible for your chosen Charity if you wish to fundraise. If however on your chosen challenge, there is a minimum sponsorship for a Self Funder option, it will be detailed on the website and confirmed in your login area. Under the MS option, you may be asked to sign a professional fundraiser agreement by the Charity. If so, you must return this agreement to the Charity before they will authorise you to fundraise in their name and participate on the challenge. You agree that unless you raise the minimum sponsorship as indicated on the website, you will not be entitled to participate in the challenge unless you pay the balance of your challenge travel and accommodation costs, and the Charity confirms in writing to us that they approve you as a participant. Generally, under the MS option no more than 49% of your fundraising will go towards your trip costs and at least 51% will be retained by your Charity.

In some exceptional cases, your Charity may ask you to raise a higher amount of sponsorship than that noted on our website. In this scenario, you will have the chance to accept the Charity's request to raise more, cancel your participation, or choose to support a different charity.

At least 80% of the minimum sponsorship must be received by the Charity no less than ten weeks prior to the challenge departure date. Failure to do so will mean non-participation in the challenge and forfeiture of the registration fee. You should aim to raise the remaining 20% and send it to the charity before your challenge departs, and at the very latest within four weeks of completing the challenge (unless stated otherwise by your charity). If you have successfully raised the minimum sponsorship (MS option), the Charity will pay us the balance for your challenge arrangements. 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 selected when booking. 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. When fundraising you must make it absolutely clear how much you are raising and how much of the sponsorship (under the MS option) will contribute towards your costs. You must not start to collect sponsorship until you have received written confirmation of your booking from us. This will be your "confirmation" email and will be sent to you once you have been authorised by your Charity. All sponsorship money should be sent directly to the Charity and not to us. The sponsorship shall be treated as a donation to the Charity.

### **PRICES AND SURCHARGES**

Prices have been calculated in accordance with foreign currency exchange rates obtained on 1<sup>st</sup> January 2018. The cost of the challenge is fixed at the time of booking and will not be subject to surcharges. The only exception to this is to allow for changes in costs by any government action including but not limited to new or increased taxes such as VAT, or in changes in embarkation or disembarkation fees or to allow for fluctuations in applicable exchange rates. Under these circumstances, we reserve the right to increase the cost of the challenge payable by you or the Charity. You will be liable under the PG option for any price increase, and under the MS option if the



price increase specifically relates to fuel surcharges. The Charity will be liable under the MS option for all related increases. Even in these cases, we will absorb an amount equivalent to 2% of the advertised challenge cost. Only amounts in excess of this 2% will be surcharged. Where we notify you or the Charity of a price increase in excess of 10% above the full cost and you or the Charity have not within 14 days notified us in writing that you or the Charity accept the same, we may terminate this contract. There will be no change made to the price of your challenge cost within 30 days of your departure nor will refunds be paid during this period. Should the price of your challenge go down due to the changes mentioned above, by more than 2% of your confirmed challenge cost, then any refund due will be paid to you or the Charity (as appropriate). However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

#### **MINIMUM NUMBERS AND PRICING SUPPLEMENTS**

Our costs are based on a minimum number of people in the group (as indicated on our website). If the group is smaller or becomes smaller than this minimum number prior to departure for whatever reason AE reserve the right to cancel the challenge. A full refund of challenge costs received to date (excluding insurance premiums and administration fees) will be applicable. AE may offer the option to continue the challenge with less than minimum numbers; however, a small group supplement may be applicable. Where a small group supplement becomes applicable we will aim to communicate this to you no later than 6 weeks before departure. You will be liable for any small group supplement under the SF option and the Charity will be liable under the MS option.

#### **TRANSFER OF BOOKING TO ANOTHER PERSON**

Transferring your Booking to an alternative participant becomes increasingly difficult closer to the date of departure and will only be accepted where we at our sole discretion deem it possible and in no circumstances later than 13 weeks prior to departure. Any request to transfer your booking should be put in writing to [info@adventurousewe.co.uk](mailto:info@adventurousewe.co.uk). Please note that any transfer of booking made must be to the identical challenge and departure date as the original booking. If we agree to process your request, you should supply us with the replacement's name and valid email address immediately. We will then send a confirmation email to the designated replacement who should book and pay the challenge registration fee within seven days. Failure to act in accordance with the above procedure will result in the transfer request being cancelled and normal cancellation terms being applied to the original booking. Once the replacement has been authorised by their chosen Charity we will refund you (or the Master Booker, if the registration fee was paid on your behalf as part of a group booking) 50% of your original registration fee.

#### **ACCURACY**

We endeavour to ensure that all of the information and prices both on our website and in our brochures are accurate; however, the information and prices shown on the website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the website regrettably errors do occasionally occur and we reserve the right to correct prices and other details in such circumstances. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

#### **MEDIA**

You agree that any photography (stills, video or drone footage), recordings made or taken prior to, during, or after the challenge, which may include you in it, may be used in publicity material connected with the challenge, and that we will retain all rights, title and interest in such photography or media made by us including but not limited to any royalties, proceeds, or other benefits derived from such material.

#### **RISK AND HEALTH & SAFETY**

You understand fully that adventure challenges are not without risk. You therefore take part entirely at your own risk and agree to indemnify us, the Charity, our employees, agents, subcontractors and suppliers 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. The whole philosophy of this type of adventure travel 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 challenge that you accept this flexibility and acknowledge that delays and alterations and their results are possible. You must be adequately fit to cover the distances



and undertake the program set out in your challenge itinerary. If it is felt that any client is not sufficiently fit, healthy, properly equipped or able to complete a challenge without affecting its safety, comfort or progress, the challenge leader at any stage has the right to remove you from the challenge. We have a policy to not pay any ransom or make any payments in order to secure the release of hostages. Cyclists must wear a helmet when riding. All participants must wear safety clothing or equipment such 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.

#### **MEDICAL TREATMENT**

It is a condition of joining a challenge that in cases of emergency we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.

#### **BEHAVIOUR**

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 our 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, we 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 agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party, or any costs that we incur, as a result of your conduct.

#### **PASSPORT & VISA REQUIREMENTS**

It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. We can provide general information about the passport and visa requirements for your trip, but this is for guidance only. Your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and /or Consulates before you travel. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your own specific circumstances. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Most countries now require passports to be valid for at least 6 months after your return date and have two blank pages. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit [www.passport.gov.uk](http://www.passport.gov.uk). Up to date travel advice can be obtained from the Foreign and Commonwealth Office, <https://travelaware.campaign.gov.uk/>. Non British Citizens, including other EU nationals, should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport and visa requirements.

#### **CANCELLATIONS OF YOUR ACCORD**

Any request to cancel from a challenge must be confirmed to us in writing either to [info@adventurousewe.co.uk](mailto:info@adventurousewe.co.uk) or by letter to Adventurous Ewe, 52 Ty Mawr Road, Deganwy, Conwy, LL32 8LX. In this instance please ensure it is sent by Recorded Delivery. Cancellations are only effective from the day that they are received by us. Your insurance policy may refund much of your costs if cancellation is due to certain specified factors. Cancellations will incur the following charges:

- Cancellations made 57 days or more before departure (you will lose the registration fee).
- 43-56 days before departure (you will lose 40% of total challenge cost).
- 42-29 days before departure (you will lose 60% of total challenge cost).
- 28-15 days before departure (you will lose 80% of total challenge cost).
- 14 or fewer days before departure (you will lose the total challenge cost).

Please note that on the London to Paris bike ride, you will lose 100% of the challenge cost if you cancel 28 days or less before departure.



### **CHANGES AND AMENDMENT OF YOUR ACCORD**

In the event that you wish to change/amend/postpone a booking previously confirmed by us in writing we will make every effort to assist you. You will be charged a £60 administration fee for each such amendment and will be subject to covering any additional charges. You will also be responsible for any unrecoverable charges or expenses in making such amendments. All changes will be subject to availability.

If you choose to postpone your participation on a challenge and wish to join another challenge, you should put your request in writing to [info@adventurousewe.co.uk](mailto:info@adventurousewe.co.uk). You will be charged a £60 administration fee to move challenges. If, by you moving challenge there is a direct cost to AE this amount will be deducted from your registration fee. If any direct costs chargeable to AE exceed your registration fee we reserve the right to turn down your request to move challenges. If your request to move is accepted, you must confirm the alternative challenge within one month of postponing from the first. If you have paid a registration fee for an extension organised by us this will be carried forward to your new challenge unless you notify us otherwise. If the challenge you wish to move to has a higher registration fee, balance, minimum sponsorship level or insurance premium, you will be responsible to pay the difference. Any payments associated with your change of challenge must be paid within 14 days of receiving an invoice. If your request to move challenge dates is received in writing by us eight weeks or less prior to departure, it will be treated as a cancellation and re-booking and the standard cancellation charges will apply (as above.)

### **CHANGES AND CANCELLATIONS BY ADVENTUROUS EWE**

The itineraries 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. Sometimes this is due to improvements made as a result of client feedback. Other times, it has been made necessary through transport changes, changing weather patterns, wildlife movements, and other factors out of our control. While we will make all proper and reasonable efforts to maintain the advertised itinerary we do not guarantee that we can keep to the intended itinerary. These amendments will be classified as minor changes and we therefore reserve the right to amend the itinerary of the challenge as and when it may become necessary to do so. If there is a minor modification before you depart, we will try to notify you but we are not obliged to pay any compensation.

Examples of "significant changes" include the following when made before departure; a change of challenge location or main activity, a change in departure city, or where the departure or return date is delayed for more than 24 hours.

Should a significant change become necessary we will inform you as soon as reasonably possible. You may decide whether or not to accept the change. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

1) (for significant changes) accepting the changed arrangements 2) receiving a refund of all monies paid (other than travel insurance and any administration fees), or 3) accept an offer of alternative Challenge if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the alternative booking arrangements.

We also reserve the right, in any circumstances, to cancel the challenges. However, in no case will we cancel your challenge less than six weeks before the scheduled departure date unless it is for reasons outside of our control. If we have to cancel your challenge before the date of departure (other than where Force Majeure or failure to raise the minimum sponsorship applies) we will offer you either (i) an alternative challenge of comparable type, though if the alternative offered is at additional cost, the difference in registration fee, balance and insurance (if applicable) will be payable by you and any difference in the balance will be payable by you (under the SF option) or the Charity (under the MS option), or (ii) a full refund of your registration fee, in either case being the only recompense which will be due to you. The operation of the challenge is dependent on a minimum number of persons booking the trip (indicated on our website). Should less than the minimum number of people book any particular challenge, we reserve the right to cancel that challenge but (other than in exceptional circumstances)



will not do so later than six weeks prior to the challenge departure date. In these circumstances, the registration fee (and balance under PG option if applicable) will be returned to you in full along with any proportion of insurance premium (if applicable) returned to us at the discretion of our insurance company. Refunds of sponsorship money will be dealt with in accordance with the Challenge Costs clause.

If we make a significant change or cancel, less than six weeks before departure, we will also pay compensation as detailed below:

<b>Period before departure within which notice of Cancellation or major change is notified to you</b>	<b>Compensation payable per person</b>
42 days or more	Nil
41 - 35 days	£10
34 - 28 days	£20
27 - 14 days	£30
13 days or less	£40

We will not pay you compensation where we make a significant change or cancel more than 42 days before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or if we cancel your arrangements because the minimum number of participants to run the arrangements has not been reached.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any incidental expenses or losses you may incur as a result of any change or cancellation, such as visas, vaccinations and non-refundable connecting flights or trains.

#### **CUTTING YOUR CHALLENGE SHORT**

Most Participants complete the challenge they undertake. However, on occasions Participants are obliged to cut the challenge short for reasons such as ill-health. If you are obliged to cut short the challenge for whatever reason, AE cannot provide a refund of National Park fees, flights or accommodation costs. Any additional accommodation and/or transfer fees, flights and accommodation costs and any medical costs incurred will be your responsibility. For the avoidance of doubt, these will not be the responsibility of AE. You must ensure that you have adequate insurance in place to cover these eventualities. AE requires that you take a credit card with you on the challenge to cover any such unexpected costs. In some cases, such costs can be extensive for example where a helicopter evacuation is required. You must ensure you have sufficient available funds to cover such emergencies. AE are under no obligation to pay for any additional costs, but in the event that we do provide financial assistance, you hereby guarantee that you will personally (if not recoverable through your insurance policy) reimburse us upon your return from the challenge.

#### **FLIGHTS**

We are neither a carrier nor a provider of flights or flight accommodation. Each journey (whether undertaken or not) by land, sea or air is governed by the conditions of the carrier. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available from the supplier. As all of our challenges are different and participants are residing in different areas of the UK, flights are not included in our challenges and Participants are responsible for making and booking their own flights and flight arrangements unless otherwise requested by a charity or corporate client. Under these circumstances we may book flights through our Flight Agent who is financially covered under the ATOL scheme.

We have no control and accept no liability whatsoever for any flight cancellations and delays, which are subject to operational decisions by airlines and/or traffic control authorities. You are responsible for checking-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 if covered by your travel insurance policy, claimed at a later date.

If you are joining the challenge locally (i.e. the country the challenge takes place in) our responsibility does not commence until the appointed time at the designated meeting point.





If you fail to arrive there at the appointed time, we shall not be responsible for any additional expenses incurred by you in order to meet up with the group. 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.

#### **ADVENTUROUS EWE'S LIABILITY**

(1) We will accept responsibility for the arrangements we agree to provide for you as "organiser" under the Package Travel, Package Holiday and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted Challenge arrangements negligently, taking into account all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your challenge), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage or expense, cost or other claim of any description if it results from:-

- i. The act(s) and/or omission(s) of the person(s) affected;
- ii. The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- iii. Unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or,
- iv. An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- i. for loss of and/or damage to any luggage or personal possessions and money, the maximum amount we will have to pay you is the excess of your insurance policy total because you are assumed to have adequate insurance in place to cover any losses of this kind.
- ii. for claims not falling under 3(i) above or involving injury, illness or death the maximum amount we will have to pay you is twice the price paid by or on behalf of the person affected. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- iii. for claims in respect of international travel by air, sea and rail, or any stay in a hotel, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Athens Convention (with respect to sea travel); The Berne / Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

(4) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier. When making any payment, we 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.



(5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) are deemed to assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

### **DOCUMENTATION**

Please contact us immediately if any of the information you receive from us appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret that we cannot accept responsibility if you do not tell us about any mistake in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs in doing so. The only exception to this requirement to meet any costs is where the mistake was made by us.

### **ACCOMMODATION**

The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. Your challenge may be taking place in a country where travel and accommodation standards are less developed than you are used to in the UK or your country of residence. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services. The challenge is based on using twin or triple accommodation (where applicable), and if you join a challenge alone, you will be partnered with another member of the same sex to share accommodation.

### **INSURANCE**

It is a condition of booking that you have a suitable travel insurance policy whilst participating on the challenge which covers among other things, medical (emergency, evacuation and repatriation) arrangements, cancellation and curtailment of the challenge, and more specifically for the adventurous activities undertaken on the challenge.

With your own travel insurance policy, you must also ensure it includes protecting the charity in the event of your cancellation 56 days or less prior to departure. As a condition of travelling with Adventurous Ewe, you must submit your travel insurance policy to us prior to departure or you will not be permitted to travel.

With regards to your own policy for the challenge and if you extend the duration of the trip, you should ensure that your travel insurance is extended to cover you for the full duration as travel insurance policies are normally operative from home to home only.

### **PROMPT ASSISTANCE**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances. Please note, prompt assistance pertains to assistance advice and guidance only and does not relate to payment of any additional costs you may have incurred.

### **FORCE MAJUERE**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or



the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the British Foreign Office.

### **COMPLAINTS**

We 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 we have agreed to provide for you please let us know at the earliest opportunity, if necessary by calling our 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 us within 28 days of returning to the UK, in writing, with all other relevant information. Your letter will be given prompt attention and we will reply to you within 28 days. If you fail to follow this simple procedure we cannot 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 us being extinguished or reduced.

### **FOR NON UK RESIDENTS OR NATIONALS ONLY**

In order to provide medical support on our challenges, we sometimes engage qualified UK doctors to join an expedition. Each doctor has professional indemnity insurance in place. However, no medical defence insurance currently provides cover for any doctor taking part in such an expedition if sued directly by an individual of Canadian, American, Australian, Bermudan and Hong-Kongese nationality in their home country court of law. For this reason, in order to protect our doctors who provide these professional services, you hereby acknowledge and fully understand that Adventurous Ewe is a UK registered tour operator, that the Doctors which we may provide during the challenge to supply medical support to participants are qualified and operate under English Law and English Jurisdiction. You understand and are fully aware that the Doctors' insurance provides that any claims brought in respect of negligent treatment must be brought under English Law and Jurisdiction. The Doctors will not be insured for claims brought in other jurisdictions, including the participants home jurisdiction (if outside of the UK). You hereby acknowledge and understand that any cause of action you wish to make must be brought under English law and English jurisdiction. You therefore guarantee not to bring a claim against any Doctor, other than in accordance with this clause. This clause in no way seeks to exclude liability for death or personal injury caused by the negligence of Adventurous Ewe, its employees, agents, or suppliers.

### **CONDITIONS OF SUPPLIERS**

Many of the services which make up your challenge are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

### **LAW AND JURISDICTION**

You agree that the contract that you have with AE as well as any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England. You further irrevocably agree that the courts of England have exclusive jurisdiction to hear and/or settle any dispute or claim that arises out of or in connection with your agreement with AE.