

Challenges Abroad – Challenge Events Terms and Conditions

The terms and conditions set out below form the basis of your relationship with Challenges Abroad Limited (“CA”), the Charity for whom you have chosen to raise funds (“the Charity”), and the tour operator for your chosen challenge. For clarity the definitions of the role of each party are explained below:

“Participant” or “You” – refers to the individual who will take part in the Challenge Event and fundraise for the Charity. You must be at least 18 years of age in order to make a booking and enter into this contract.

“Charity” – refers to your chosen charity or the FutureSense Foundation

“Fundraising target” – refers to the amount set by the charity for you to raise in order to participate in your chosen challenge

“Tour Operator” – refers to the travel company the Charity uses to make ground arrangements on your behalf for your challenge event

“Trip Cost” – refers to the sum of the programme costs as specified in your itinerary and includes the ground services and any flight arrangements if required and as provided in your itinerary by the tour operator as well or flight provider

1. Challenges Abroad Services

CA facilitates the raising of funds for charities by arranging overseas volunteering and adventure trips as specified in your itinerary. Persons joining the trips to raise monies for the nominated charity must raise at least the minimum fundraising target as applicable for their chosen trip. The cost of the trip is paid by the charity out of the fundraising monies raised no more than 50% of Your Fundraising Target (excluding any surcharges), and the remaining fundraising monies are kept by the charity concerned.

CA works with tour operators to plan the itinerary for the Challenges we offer many months in advance. While CA designs challenge itineraries in consultation with tour operators, occasionally the tour operators may have to make changes to proposed itinerary either before or after bookings have been confirmed. CA will liaise on your behalf with the tour operators to ensure that such changes are minor and that all programmes run as scheduled. It does however recognise the need to make such changes and reserves the right to allow programme amendments if it feels the changes will be beneficial to the group or in the interest of safety. In such cases CA will endeavour to inform you of any changes as soon as possible.

Any problems/complaints with your programme during the challenge should be resolved by prior discussions with the tour operator or the nominated Local Representative whilst overseas or by getting in touch with our support team in the UK. If you feel that your problem has not been adequately dealt with, you should contact the CA UK support team for assistance. If you remain unsatisfied with the resolution provided you may send a written complaint to the CA Newbury office in UK no later than 14 days after the return of the Trip in order for us to effectively investigate and respond to your complaint.

Letters of complaint will normally be acknowledged within 3 working days, and a response sent as soon as relevant details of the complaint have been procured.

2. Tour arrangements

The participant recognises that for fundraising challenges the charity will be paying for the cost of the tour arrangements from the fundraising monies raised. In this connection participants accept that:

- 2.1. The charity will be acting on behalf of the participant in arranging and making tour arrangements
- 2.2. The charity will arrange to make payments on behalf of the participant for the tour arrangements only once the minimum fundraising target has been met by the participants
- 2.3. CA will share the details, provided by you at the time of registration, with the charity, the tour operator and or any third party selected for making arrangements for the smooth running of the challenge events.
- 2.4. If the participants would like to make a change to the details they have provided at the time of registration they will have until the first fundraising deadline to amend these details. After this date, arrangements will be made based upon the details provided and the participants may incur a £100 charge for any subsequent changes that are required to be made.
- 2.5. The participants will also receive from the charity a final balance confirmation showing the total donation once trip costs have been paid.

3. Participant obligations

Travel Documents

It is the participant’s responsibility to ensure that the following actions are complied with prior to the trip:

- You have a passport valid for at least 6 months prior to the start of your trip and appropriate entry documents (see Visa below)
- You have had the necessary inoculations, within the appropriate time frame as recommended by a healthcare professional

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- You have obtained appropriate comprehensive travel insurance cover
- You have obtained appropriate DBS or PVG check clearance
- You have obtained your Fit to Travel clearance if required due to medical conditions

Visa (and immigration formalities)

You are responsible for your own travel documents and must check the same to ensure that all necessary procedures are adhered to and that they reflect your travel arrangements. We do not accept any liability for financial loss incurred by failure to have the correct travel documentation.

The relevant High Commission, Embassy or Border Immigration issues visas at their discretion and CA cannot be held responsible for the type, duration or endorsements and restrictions.

Code of Conduct

While taking part in an overseas challenge event the participant accepts that they will be perceived as representatives of Challenges Abroad and the charity and agree to adhere to local laws and customs regarding their behaviour and conduct.

We reserve the right to dismiss from the programme any participant who is deemed to be a danger to themselves or others, or whose conduct is deemed to be detrimental to the programme or other participants. In the event of this case, we cannot be held responsible for any costs incurred by the participant and no fees will be refunded.

4. Fees and Payments

The fee for the trip consists of two parts: the 'participation fee' and the 'fundraising target'. The participation fee is also usually payable in two instalments at the time of booking and is non-refundable subject to a 72 hours 'cooling off' period as explained below in Clause 6. The fundraising target is set by your Charity and includes the cost of your trip etc. as well as a donation to the charity.

- i. You must pay the Participation Fee direct to CA at the time of booking.
- ii. If you cancel your place within 72 hours of the initial instalment being paid then it may be refunded to you and the second instalment will not be charged. If you cancel your registration after this 72 hour period, the first instalment of the registration fee is non-refundable and the second instalment will be charged automatically from your chosen payment method.
- iii. You must pay the Fundraising Target direct to the Charity as per the schedule provided and with the full amount no less than 8 weeks prior to the commencement of the Trip.
- iv. You are booked on to your Trip in your name. You may not substitute another person in your place on your Trip or any other under any circumstances.
- v. The Charity shall pay the Trip Cost to the tour operator as required prior to the commencement of the Trip provided the Charity has received sufficient amounts to cover the Trip Cost from you.
- vi. If you wish to pay the Trip Cost yourself (as opposed to this being paid for by the Charity out of the Fundraising Target) you can do so. In this case the Trip Cost must be paid directly to the tour operator no less than 8 weeks prior to the commencement of the Trip.

Participants agree that any gift aid that the charity receives will not form part of their fundraising total.

If you are unable to reach the Fundraising Target by the set date, it is at the discretion of CA and/or the Charity for which you are fundraising to provide you with the following options:

1. Ask you to pay the deficit of the fundraising target yourself
2. Transfer to a later departure to allow you more time to continue to raise the deficit funds
3. Any other arrangement can be made at the discretion of CA and the Charity
4. If none of these options are available, then we will consider this a cancellation by you and will be subject to the clause set out in 6 below.

If you are concerned about raising your minimum Fundraising Target you must contact CA and the Charity to inform them as soon as possible.

Please also note that we reserve the right, by giving notice to you any time before departure, to increase the fees to reflect an increase in costs to us, caused by factors outside our control. You are entitled, within five days of receiving

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our advice of such an increase, to cancel by means of a registered letter that part of the Services to which the increase applies.

Any changes to the programme instigated by you require approval by CA and will attract an Administration Fee of £100, in addition to third party costs.

5. Costs and surcharge

Please note the fundraising target for your selected challenge event is based upon a budgeted trip cost to your challenge destination.

A surcharge may be applicable 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, airport taxes, fuel surcharges, or to allow for fluctuations in applicable exchange rates. Under these circumstances, CA reserves the right to increase the cost of the challenge, which may result in a change to your fundraising target.

Even in the above cases, only if the amount of the increase in costs exceeds 2% of the Trip Costs (excluding insurance premiums and any amendment charges), will CA levy a surcharge. If any such surcharge is greater than 10% of the Trip Costs (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking unless discretionary options set out in clause 4 above are offered and accepted. All cancellations are subject to Clause 6 below.

6. Cancellation

We require an initial Participation Fee of £200 when you book a CA programme followed by a second instalment of £100. This enables us to process your booking. CA provides 72 hours 'cooling off' period after which the first instalment of the registration fee is non-refundable and the second instalment will be charged automatically from your chosen method of payment.

You are required to have met the full Fundraising Target and funds to be received by the Charity no later than 8 weeks before departure.

Participants must be aware that any charity is bound by the UK Charity law to safeguard the funds donated to the charity. All donations in relation the fundraising target for your challenge event are therefore ineligible for refunds even if the fundraiser for any reason does not participate in the challenge event.

All participants must in this context agree to make donors aware that they are making an irrevocable donation to the charity when soliciting sponsorship.

Participation in your trip is dependent on reaching a minimum fundraising target by a set date or dates (given to you by CA upon booking); if you fail to reach that level in the required time frame, CA or the Charity reserve the right to treat this as a cancellation unless discretionary options set out in Clause 4 are offered.

In the event that a participant chooses to leave a programme early, whatsoever the reason, no amounts will be refunded.

Extension Trip Cancellation

The first payment will be a non-refundable £200 deposit. There is a cooling off period of seven days, within which if you change your mind you can receive your deposit back. All monies must be paid at least 8 weeks to prior to departure. If you cancel up to 8 weeks before departure, monies will be refunded minus the deposit. Any cancellation thereafter you will not be entitled to a refund of any monies paid.

Deferral

You may choose to Defer your Trip to the following calendar year. If you have opted to fundraise then your chosen Charity will allow you to carry-over any monies you have submitted to them and count these monies toward your Fundraising Target for a Trip departing in the calendar year following the one in which your trip was originally due to take place.

Deferrals are subject to a £200 Fee payable to CA and you may Defer at any time from registration up until 8 weeks prior to your departure and we will hold any Registration Fees and/or Extension Balance Payments in credit against your deferred Trip. If you Defer to a trip with a lower Registration Fee and/or a lower Fundraising Target you will not be entitled to refund from either CA or the Charity.

In order to guarantee your ability to Defer you must have paid your £200 Deferral Fee. Your Deferral is not confirmed until we have received payment of your Deferral Fee. Once we have received your Deferral Fee you will be issued with a discount code, which will enable you to register for a Trip in the following calendar year. You must have registered for your Deferred Trip no later than the 1st January in the Calendar year in which your Deferred Trip takes place. Failure to register with the code before this date will lead to the forfeiture of all monies paid to CA and the Charity and the loss of your right to register for a Deferred Trip with CA.

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You may not Defer more than once. If you choose to Defer but then do not participate in a Trip in the following calendar year then you will forfeit all monies paid to CA and to the Charity

7. Minimum Numbers

All challenges are subject to a minimum number of participants. Should a trip not reach minimum participants you will be advised of this at least 10 weeks prior to departure.

In this instance we will:-

- a) Suggest an alternative journey or departure for you to transfer your booking to
- b) Offer the option, if it is possible, for you to travel alone or in a smaller group – cost may vary.
- c) Provide a full refund of participation fee that has been paid to CA or any other payments made to CA if an alternative is not suitable for you. All cancellations will be subject to clause 6 above.

8. Health and safety

The participants accept that most Challenges involve hazards, require physical fitness and often take place in underdeveloped countries or rural locations. These Challenges have inherent risks and while we will ensure that the trips are organised in a manner that minimizes risk, you acknowledge that by booking the Challenge with CA you accept this inherent risk and take responsibility to ensure you have the required physical fitness and training for the trips. We expect that any safety equipment provided is worn correctly at all times and any instructions provided by guides and other local representatives are adhered to at all times.

You are required to declare any specialised health, medical or dietary requirements at the time of your booking confirmation.

Travelling independently and outside the pre-set itinerary, before, during and after your programme is entirely at your own risk. Choosing to operate any motorised vehicles, obtaining the necessary license, permission and insurance is your responsibility.

We do not accept responsibility for any loss or injury (including, without limitation, loss of personal property, illness, death or personal injury) suffered by you, which is caused by a third party who is unconnected to CA, or results from any programme or component of travel which has not been arranged by us

Whilst CA recognises that it has a duty of care to ensure participants are safe, participants take part in all programmes at their own risk. We cannot accept responsibility for your health & safety whilst in the host country or for any loss or damage to property or any third parties property or persons howsoever caused.

Notwithstanding this, CA does not seek to exclude or limit any liability for death or personal injury caused by negligence on its part or for any other loss or damage for which it is legally prohibited to exclude or restrict liability.

CA and any representative third parties reserve the right to prevent or curtail a participant's involvement in an event for the safety of the event and all participants

9. Force Majeure

Neither CA or the Charity or any engaged third party related to your challenge event or trip arrangements can be held responsible for any loss, cancellation, curtailment, damage or injury arising as a consequence of Acts of God, fire, natural disasters, weather conditions, computer or system failure, acts of war (declared or otherwise), terrorism, civil unrest, military or usurped power, confiscation by or under the order of any government or public local authority or for any reason beyond our control. We are not liable for refunds for loss or costs incurred following actions such as cancelling or prematurely ending this challenge event as a result of any of the above-mentioned reasons or advice from governmental or other official bodies.

10. General

The participant hereby grants a royalty free, non-exclusive license in favour of CA in respect of all images captured or of any correspondence received by us from you during or after the placement (in whatever format). Such license shall be granted in perpetuity and shall confer the right on CA to reproduce all or any of such images or correspondence in whole or in part for use in any advertisement or promotional material of CA as we see fit.

We recognise that your privacy is of vital importance. We endeavour to protect all of our user's information through compliance with the Regulation (EU) 2016/679 (General Data Protection Regulation), the Data Protection Act 1998 and the Electronic Communications Regulations 2003.

You agree to allow us to transfer any personal data held by us about you to the placement host or homestay family. We will access your personal data fairly and lawfully in accordance with the principles of the Data Protection Act 1998 for the sole purpose of continuing to provide the Services to you as well as the EU 2016 GDPR regulations. Please see our privacy policy.

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CA shall be permitted to assign fully its rights and obligations in respect of our agreement with you and to subcontract any of our obligations. The participant shall not assign any of its rights or obligations under our agreement without the prior written consent of CA.

Any advice or recommendation given by CA or its employees or agents to the participant who is not confirmed in writing by CA is followed or acted upon entirely at the participant's own risk. CA is not therefore liable for any such advice or recommendation, which is not so confirmed.

These conditions shall not confer any benefit or right of action on any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any subsequent or supplementary or modifying legislation are hereby excluded to the fullest extent possible by law.

Neither party shall be liable to the other for any delay or non-performance of its obligations in respect of our agreement arising from any cause beyond its reasonable control including, without limitation, any industrial dispute, act of God, governmental act, war, fire, flood, explosion, or civil commotion. The affected party so delaying shall promptly notify the other party in writing of the cause and the likely duration of the cause.

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of all other provisions of these conditions and the remainder of the provisions in question shall not be affected and shall remain in force. The laws of England and Wales shall govern these Terms and Conditions, and any dispute arising shall be determined by the Courts within that jurisdiction.