

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:

<b>Challenge</b>	the chosen event undertaken by you, either a UK Challenge or Overseas Challenge.
<b>Challenge Documents</b>	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.
<b>Challenge Leader</b>	the person who leads each Challenge on behalf of GAC.
<b>Charity</b>	the charity or organisation chosen to receive sponsorship raised by you.
<b>Contract</b>	the contract between the you and us in accordance with these Conditions and the information set out in the Challenge Documents.
<b>Data Protection Legislation</b>	has the meaning given in clause 19.
<b>Force Majeure Event</b>	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.
<b>GAC</b>	Global Adventure Challenges Limited whose registered office is at 2 Hilliards Court, Chester Business Park, Wrexham Road, Chester CH4 9QP (Company No. 04518582), ATOL number 6506.
<b>GAC Website</b>	www.globaladventurechallenges.com
<b>Overseas Challenge</b>	an event that takes place in whole or part outside of the UK.
<b>POA</b>	payment option A – raising the minimum sponsorship required to participate in the Challenge.
<b>POB</b>	payment option B – self funding option where the participant pays the Challenge costs.
<b>Registration Fee</b>	the registration fee payable for the Challenge as set out on the GAC Website and/or Challenge Documents.
<b>Sponsors</b>	those who have elected to sponsor you through financial means.
<b>Supplier</b>	a company/person not employed by GAC who provides services regarding the Challenges.
<b>UK Challenge</b>	an event that takes place within the UK at all times.
<b>You, Your</b>	the first person named on the registration form and all persons on whose behalf a booking is made.

1.2 **Construction.** In these Conditions, the following rules apply:

- a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- a reference to **writing** or **written** includes fax and e-mail.
- Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words of those terms.

## 2. REGISTRATION

- 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. Please note that completion of the registration form does not constitute our acceptance of your booking.
- When you register for the Challenge you undertake that you have the authority to accept, and do accept these Conditions.
- 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.
- 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.
- The Registration Fee is non-refundable unless GAC cancel the Challenge.

## 3. PARTICIPATION

- You need to be a minimum of 18 years old (or 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.
- The whole philosophy of this type of Challenge is one which allows alternatives and a substantial degree of on-tour flexibility. The outline itineraries given for each Challenge must therefore be taken as an indication of what each group should accomplish and not as a contractual obligation on our part. It is a fundamental condition of joining any GAC Challenge that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible.
- 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.

- You must comply with the laws and regulations of the countries visited and comply with all reasonable instructions of the Challenge Leader relating to the safety and organisation of the Challenge.
- If in GAC's opinion, any airline pilot, accommodation manager or other person in authority feels that you are behaving in such a manner as to cause danger, distress or annoyance to others or cause damage to property, your Challenge arrangements may be terminated by us or the Supplier concerned. In such an event, GAC shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses GAC incurs as a result of your behaviour.
- You acknowledge and agree that GAC may use with 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.
- Most participants complete the Challenge they undertake. However, if you are obliged to cut your Challenge short due to ill-health or for any other reason, there is no refund of national park fees, or flight and accommodation costs. Any additional accommodation and/or transfer fees, flight and accommodation costs are your responsibility.
- No credit or refunds will be given if you fail to take up any component of your Challenge, or if you lose, mislay or destroy any travel documents.
- The 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

- 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. Such information will be maintained in a confidential manner and in accordance with Data Protection Legislation.
- 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.
- 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 result in applicable cancellation charges being imposed.
- Certain challenges may not be suitable for all people due to restriction posed by limitation in mobility, physical or cognitive disability, pregnancy or other various medical conditions. GAC reserves the right to refuse a booking if we feel unable to accommodate the particular needs of the person(s) concerned.
- 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.
- You agree and acknowledge that a qualified first aider may attend to you in case of an emergency prior to you receiving care from a health care provider.
- 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. 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.
- You agree to indemnify and hold harmless GAC, its officers, employees and subcontracts from all claims, damages, losses and injuries arising out of or resulting from the delay of or the provision of first aid or medical assistance except in the case of death or personal injury causes by the negligent acts of GAC, its officers, employees and subcontracts.

## 5. MINIMUM NUMBERS

- GAC's Challenges require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a Challenge has not been received GAC is entitled to cancel the Challenge and terminate the contract with you, no later than:
  - in the case of Challenges lasting more than 6 days, 20 days before the start of the Challenge date;
  - in the case of Challenges lasting between 2 and 6 days, 7 days before the start of the Challenge date;
  - in the case of Challenges lasting less than 2 days, 48 hours before the start of the Challenge date.
- If GAC cancels the Challenge in accordance with clause 5.1 above GAC shall provide you with a full refund of any payments made towards the Challenge.

## 6. CHALLENGE PAYMENTS AND COSTS

- 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.
- GAC must receive from the Charity confirmation that you have provided to them 80% of the minimum sponsorship and pledges for the remaining 20% at least twelve weeks prior to the departure date of your Challenge. All outstanding sponsorship must be sent to the Charity within 6 weeks of completing the Challenge, or as instructed by the Charity.
- If you do not raise the minimum sponsorship you will not be entitled to participate in the Challenge unless you pay to the Charity the balance of the minimum sponsorship, and the Charity confirms to GAC that they approve you as a participant. Failure to do so will mean non-participation in the Challenge.
- If 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.
- If you have chosen POB, you must pay the Registration Fee on registering, and must pay the Challenge cost and if applicable any price increase, at least twelve 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 twelve weeks prior to departure. If you register within twelve weeks of departure, the full cost should be paid at the time of registration.

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- 6.6 You are not entitled to participate in the Challenge unless GAC has received authority from the Charity that they are satisfied that you may participate in the Challenge and full payment of the Challenge cost has been received from the Charity under POA, or you under POB.
- 6.7 You are responsible to pay for your personal equipment, tips, UK and overseas airport taxes\*, fuel surcharges\*, government imposed fees\* and the costs of visas\*, vaccinations\*, additional food and drink, personal spending money, transport to and from the airport of departure in the UK, travel insurance (see clause 16), single supplement\*, small group supplement\* amending confirmed details\* and any other activities not included in the itinerary (\*if applicable).
- 6.8 If your chosen Challenge is the Inca Trail Trek a non-refundable payment is required to obtain your Inca Trail permit. Please note that if you postpone your challenge to another date, your Inca Trail permit is non-transferable. GAC will confirm the permit costs and when payment is to be made. Failure by you to make payment by the date specified by GAC will be deemed as a cancellation of the Challenge by you and our cancellation charges set out in clause 9 will apply.
- 6.9 The Challenge cost may alter, only as a result of changes in;
- 1) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
  - 2) the level of taxes or fees on the travel services included in the package travel contract imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
  - 3) the exchange rates relevant to the package.
- Under these circumstances GAC reserves the right to increase the Challenge cost payable by you under POB from the quoted price after you have booked but no later than 20 days before the departure date. An administration charge and any relevant commission is included within these amounts. If any of the costs detailed above decrease before your departure date, you will be entitled to a price reduction and will receive a refund of the amount due less any administrative expenses we have incurred.
- 6.10 Where we notify you or the Charity of a price increase (calculated as above) in excess of 8% above the full cost then, within 14 days of receiving such notification, you or the Charity may notify us that you wish to terminate the contract and will receive a refund of all monies paid to us except any amendments charges within 14 days of the termination notice. The price increase will be considered a major change and, unless you or the Charity choose to terminate the contract, you will be entitled to the alternatives set out in section 11 for those circumstances, but in either case you will receive compensation in accordance with clause 11.5 below.
- 6.11 Should the Challenge cost go down due to the conditions set out in clause 6.9 above, a refund will become due to you. Please note that some apparent changes arising from the conditions in clause 6.9 have no impact on the Challenge cost due to contractual and other protection in place and in these situations will not give rise to a reduction in Challenge cost.
- 6.12 For the purposes of clauses 6.10 and 6.11 above, any increase or decrease in GAC's Challenge prices will be calculated based on a foreign currency exchange rate of £1 = 1.175EUR, £1 = 1.25USD, £1 = 12.00NOK and £1 = 165.00IKR.
- 7. SPONSORSHIP**
- 7.1 You agree that you will not use the Challenge to raise funds for any cause other than the charity named in your registration form. If you cancel, or you are required to withdraw from the Challenge, you will be required to send all sponsorship money collected or received, directly to the Charity. This money will be retained by the Charity unless the Sponsor has requested that it be returned to them.
- 7.2 You must not start to collect sponsorship until you have received written confirmation of your registration from GAC. All sponsorship money should be sent directly to the Charity and not to GAC. The sponsorship shall be treated as a donation to the Charity.
- 8. SPECIAL REQUESTS**
- 8.1 In the event that you wish to change a booking, 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.
- 8.2 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 11 weeks prior to departure, to GAC by email or by letter. You must give a preferred return date with two other dates, just in case the first choice is not available. If GAC cannot confirm your requested change of return date, or if the resultant fare increases by £50.00 or more and you choose not to accept the flight GAC will not charge you the administration fee.
- 8.3 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 11 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.
- 8.4 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 11 weeks prior to the departure date.
- 8.5 Any request to transfer to an alternative Challenge will incur an administration fee payable within 30 days from the date of invoice. Any failure by you to pay such invoice by the due date will result in GAC refusing your transfer request to participate in an alternative challenge.
- 9. CANCELLATION**
- 9.1 Certain amendments (such as postponing your participation to a future Challenge) made by you within eight weeks of departure will be treated as cancellations and re-bookings. The normal cancellation charges will apply (see below).
- 9.2 All amendments and cancellations should be confirmed to GAC in writing. Cancellations are only effective from the day that they are received by GAC. If you are posting your cancellation to us recorded delivery is essential. Your insurance policy may refund much of your costs if cancellation is due to certain specified factors.
- 9.3 Save for a breach of clause 4.3, the relevant Cancellation Charges will be as follows:
- | <u>Period before departure</u> | <u>Cancellation Charge</u> |
|--------------------------------|----------------------------|
| More than 84 days              | Cost of Registration Fee   |
| 84 days to 57 days             | 60% of Challenge cost      |
| 56 days to 43 days             | 70% of Challenge cost      |
| 42 days to 29 days             | 90% of Challenge cost      |
| Within 29 days                 | 100% of Challenge cost     |
| Departure date or no show      | 100% of Challenge cost     |
- 9.4 GAC reserves the right in any circumstance to cancel the Challenge. However, in no case will GAC cancel your Challenge less than twelve 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 payable by the Charity under POA or you under POB, or
  - (b) a full refund of your Registration Fee
- in either case, we will pay you compensation, using the scale shown in clause 11.5 below, and we will always refund the difference in price if the alternative Challenge is of a lower price.
- 9.7 If the Challenge is cancelled by GAC in the circumstances set out at clause 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.
- 9.8 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 commence or 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 equipment use where deemed necessary or advisable.
- 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 required for the Challenge, the arrangements for security for the money paid over and (where applicable) for your repatriation in the event of our insolvency, and the times and places of intermediate stops and transport connections and accommodation details.
- 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 if you do not check current requirements before your departure. If failure to obtain any such documents results in fines, surcharges or other financial penalty being imposed upon GAC then you shall reimburse accordingly.
- 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 in 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 the advertised itinerary we do not guarantee that we can keep to the intended itinerary. Therefore, GAC reserves the right to amend the itinerary of any Challenge as and when it may become necessary to do so.
- 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 'supersaver' 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) or if outward or return transportation 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:
- | Period before departure when cancellation or major change notified | Compensation payable |
|--|----------------------|
| More than 77 days  | £0                   |
| 30 – 76 days   | £10                  |
| 15 – 29 days   | £20                  |
| 8 – 14 days  | £30                  |
| 7 days or less   | £40                  |
- 11.6 If we do not receive a response from you within 14 days of the major change notification, we will send a further notification. Should you fail to respond within 7 days of 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.

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- 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 best 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 weather conditions, maintenance requirements, the ability of passengers to check-in on time, and in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed. Internal flights are particularly vulnerable to change.
- 11.11 The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. This Challenge may be taking place in a country where travel and accommodation standards are less developed than in the UK. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services.
- 12. 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 carrier undertaking to provide that carriage. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available for inspection at the offices of the carrier concerned.
- 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 this respect for 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 policy if applicable.
- 14. GROUND ONLY BOOKINGS**
- 14.1 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.
- 14.2 Participants who select a ground only option are recommended to purchase flights approximately twelve weeks before the departure date of the Challenge. GAC shall not be 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.
- 14.3 If GAC cancels the Challenge as a result of a Force Majeure Event, GAC shall not be liable for any flight costs, accommodation costs and any other associated costs incurred by a Participant.
- 15. LIABILITY**
- 15.1 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.
- 15.2 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 whatsoever which results from:
- (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 not connected with the provision of the Challenge and which were unforeseeable or unavoidable or
  - (c) a Force Majeure Event.
- 15.3 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.
- 15.4 Subject to clause 15.3:
- (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 attention once provided;
  - (b) GAC shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - (c) the total liability of GAC to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed three times the price of the Challenge.
- 15.5 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.
- 15.6 Please note that your statutory rights as a consumer are not affected by the Contract.
- 16. TRAVEL INSURANCE**
- 16.1 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 the GAC Website.
- 16.2 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 no suitable travel 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.
- 16.3 GAC will not vet or check your own personal travel insurance policy details. Therefore you and you alone are responsible for ensuring that you have adequate personal travel insurance, with protection for the full duration of the challenge in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you suffer from any pre-existing medical condition you should disclose this to your travel insurer and 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 that there is no exclusion clauses limiting protection for the type of activities included in the challenge.
- 16.4 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. In addition, no insurance policy covers every possible accident that may arise. You are therefore requested to consider for yourself the wording of any policy provided which may be compulsory for the Challenge.
- 16.5 You should take the original copy of the travel insurance policy on the Challenge, and leave a photocopy at home.
- 16.6 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.
- 17. RISKS AND INDEMNITY**
- 17.1 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 and the Charity against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this Challenge arising from your own actions.
- 17.2 You take the risk that you will be able to satisfy all immigration customs or other authorities to be able to be granted lawful access into all the countries on the itinerary. If you are refused access, GAC will provide appropriate assistance in the circumstances with resolving your difficulties or returning to the UK. GAC may charge a fee for such assistance where such difficulties were caused intentionally or as a result of your negligence.
- 17.3 Cyclists must wear a helmet meeting UK standards when riding and must wear such other safety clothing or equipment as may be required in the country concerned or under the rules and regulations of any local service provider of any activity undertaken by you.
- 18. YOUR FINANCIAL PROTECTION**
- 18.1 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 means for you and who to contact if things go wrong.
- 18.2 We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the 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 you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- 18.3 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). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.
- 18.4 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. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of GAC. This insurance has been arranged with MGA Cover Services Limited (registered address Farren House The Street, Farren Court Cowfold West Sussex RH 13 8BP, company registration: 08444204 authorised and regulated by the Financial Conduct Authority registration number 597536) under a binding authority with the insurer CBL Insurance Europe Limited (registered address 2<sup>nd</sup> Floor 13-17 Dawson Street Dublin 2 Ireland, who are authorised and regulated by the Financial Conduct Authority registration number 203120).
- 19. DATA PROTECTION**
- In this clause 19, Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU 2016/679) (GDPR) and the Data Protection Act 2018 as amended or updated.
- 19.1 GAC must 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.
- 19.2 Both parties will comply with applicable requirements of the Data Protection Legislation.
- 19.3 You will ensure that you have all necessary 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.
- 19.4 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 19.

19.5 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.

## 20. ANTI-SLAVERY AND ANTI-BRIBERY

20.1 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.

## 21. COMPLAINTS

21.1 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.

21.2 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.

21.3 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.

21.4 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.

## 22. OTHER IMPORTANT TERMS

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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.

22.8 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.

22.9 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.