

## Yorkshire Three Peaks Challenge 2014 – Macmillan Cancer Support Terms & Conditions

- For this Challenge we require a registration fee of £25 (non-refundable) which must be paid at the point of registration. In addition you must pledge to raise a minimum of £250 in sponsorship money for Macmillan Cancer Support which should be received by Macmillan Cancer Support one month before the Challenge. All funds raised through the Challenge must be payable to Macmillan Cancer Support in £ sterling.
- If you are unable to meet this sponsorship requirement, you have two options: to forfeit your place on the Challenge or to make up the balance yourself. Should you, for whatever reason, not take your place, all sponsorship forms and monies collected should be forwarded to Macmillan Cancer Support or returned to your sponsors.
- You must be at least 18 years old before the departure date of the event. 15-17 year olds can join if accompanied by a parent or guardian.
- You must comply with the tour guides' instructions at all times.
- Any independent travel arrangements that you make are at your own risk and own cost.
- Any complaints should be communicated to the Macmillan representative on the challenge, or, if that is not possible, then in writing to the Macmillan Cancer Support office as soon as possible after the event.
- Entry for this Challenge is at Macmillan Cancer Support's discretion and we reserve the right to refuse entry to any participant at any time if we consider that such participation is inappropriate.
- By booking, you are making a commitment to raise a minimum of £250 in sponsored donations. The objective is to raise as much sponsorship as possible.
- You will provide Macmillan with certain information about yourself when booking, including medical information and in doing so, you consent to Macmillan using and sharing the data with our events' organisers - Charity Challenge - in order to manage and operate this event.
- We do not sell or swap your details with any third parties, but in order to carry out our work we may need to pass your details to service companies authorised to act on our behalf.
- We will keep your details on our database so we can provide you with the best possible support every time you contact us.
- Macmillan Cancer Support would like to contact you (including by telephone) about our fundraising, campaigning and services for people affected by cancer. If you would prefer us not to use your details in this way please write to Macmillan Cancer Support, 89 Albert Embankment, London, SE1 7UQ, email or telephone us on [contact@macmillan.org.uk](mailto:contact@macmillan.org.uk), T: 0300 1000 200.
- Your booking on to the Yorkshire Three Peaks Challenge, is processed in accordance with the above conditions of entry, and the terms of the event organiser which you and will be asked to confirm you have read and understood.

NB: Macmillan accept your booking on this challenge as agent for the event organiser, Challenges (Un) Limited t/a Charity Challenge and your booking is subject to both these terms and conditions and the terms and conditions of the event organiser. You are advised to read both carefully.

# Terms and Conditions (Macmillan - UK Challenges)



**Your Terms** - Your contract is made with Challenges (Un) Limited trading as Charity Challenge ("CC") whose registered office is at: 22-23 Arcadia Avenue, London, N3 2JU England (Company No. 03786692). We 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. When you book the challenge you undertake that you have the authority to accept and do accept these booking conditions. You consent to the use of your information by us in accordance with our Privacy Policy. If you are signing the booking form as a parent or guardian (on behalf of an under 18 joining a challenge) you accept these conditions on behalf of the minor.

A booking and binding contract is made with us when a) you complete the booking form b) you pay Macmillan a deposit and c) Macmillan issue you with a booking confirmation and receipt on our behalf. These booking conditions form the entire agreement between us. No employee of CC 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 Charity Challenge brochure.

In circumstances where we reasonably decide that you cannot participate in the challenge for whatever reason, your deposit will be refunded to you in full.

**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 address, and any special needs/dietary requirements, etc. We must pass the information on to the relevant suppliers of your travel arrangements such as hotels, transport companies, etc. The information may also be provided to security or credit checking companies, public authorities if required by them, or as required by law.

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 religious requirements. If we cannot pass this information to the relevant suppliers, 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. 15-17yr olds may also participate in challenges, with the agreement of, and when accompanied on the challenge by their parent or guardian.

**Disabilities and Medical Problems** - 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 on your Booking Form (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 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 (imposing applicable cancellation charges) where relevant.

**Challenge Costs** - Your deposit is your personal contribution towards the cost of the challenge. To book on a challenge, you must pay the deposit when completing the booking form. The deposit is non-refundable in the event of your cancellation.

You are responsible to pay for your personal equipment, tips and the costs of additional food & drink, personal spending money, transport to and from the start point in the UK, and any other activities not included in the itinerary.

The Charity will then pay CC 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).

**Minimum Numbers** – You must raise the required sponsorship as detailed on the Macmillan website. Our costs are based on a minimum number of people in the group. If the group is smaller or becomes smaller than this minimum prior to departure for whatever reason CC reserve the right to cancel the challenge. A full refund will be applicable. CC may offer the option to continue the challenge with less than minimum numbers.

**Transfer of Booking** - 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 2 weeks prior to departure. Any request to transfer your booking should be put in writing to [bookings@charitychallenge.com](mailto:bookings@charitychallenge.com). 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 deposit within 48 hours. 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.

**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 or video), 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 and 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, Macmillan, our employees, agents, sub-contractors 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. All participants must wear safety clothing or equipment such as may be required under the rules and regulations of any local service provider of any activity undertaken by you.

**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 all reasonable instructions of the challenge leader relating to the safety and organisation of the challenge. If in our opinion, any 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 must meet any expenses we incur as a result of your behaviour. 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.

**Cancellations by you** - Any request to cancel from a challenge must be confirmed to us in writing either to [bookings@charitychallenge.com](mailto:bookings@charitychallenge.com) or by letter. 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 deposit).

43-56days before departure (you will lose 40% of total challenge cost).

42-29days 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).

**Changes and Amendments by you** - 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 £30 administration fee for each such amendment where possible 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 by email to [bookings@charitychallenge.com](mailto:bookings@charitychallenge.com) or by letter. You will be charged a £30 administration fee to move challenges. If, by you moving challenge there is a direct cost to CC this amount will be deducted from your deposit. If any direct costs chargeable to CC exceed your deposit 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 the challenge you wish to move to has a higher deposit or minimum sponsorship level, you will be responsible to pay the difference. Any payments associated with your change of challenge must be paid within 7 days of receiving your 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 us** - 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 (of more than 100 miles) or main activity, 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, 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 four 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 deposit, will be payable by you or (ii) a full refund of your deposit, 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 four weeks prior to the challenge departure date. In these circumstances, the deposit will be returned to you in full.

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 non-refundable connecting trains or pre booked accommodation.

**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, CC cannot provide a refund of National Park fees or other challenge costs. Any additional transfer fees and miscellaneous costs and any medical costs incurred will be your responsibility. For the avoidance of doubt, these will not be the responsibility of CC. CC requires that you take a credit card with you on the challenge to cover any such unexpected costs. CC 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.

**Our Liability** - (1) We have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

(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 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, The Paris Convention (with respect to hotel arrangements).

(4) 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.

(5) 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.

(6) 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. 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 or dormitory accommodation (where applicable), and if you join a challenge alone, you will be partnered with another member of the same sex to share accommodation.

**Force Majeure** - 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.

**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 completing the challenge, in writing, with all other relevant information. Your letter will be given prompt attention. 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.

**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 CC 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 CC.