

# Indian Himalayas cycling challenge

## MACMILLAN CANCER SUPPORT CONDITIONS OF ENTRY

1. For this Challenge we require a registration fee of £400 (non-refundable) which must be enclosed with this application form. In addition you must pledge to raise a minimum of £3,950 in sponsorship money for Macmillan Cancer Support (Macmillan), of which at least 63% will benefit Macmillan, the balance being spent on the costs of your trip. 100% of any sum raised over the £3,950 minimum will benefit Macmillan. At least £1,500 of your sponsorship must be received by Macmillan three months prior to departure. The balance of your sponsorship must be received by Macmillan within a month of return from the Challenge. All funds raised through this Challenge must be payable to Macmillan in £ sterling.
  2. If you are unable to meet this sponsorship requirement, you have three options: to forfeit your place in the Challenge; to make up the balance yourself; or to transfer your registration fee to a later event (providing at least three months notice is given).
  3. You must pay on demand to Macmillan any increased charges (up to a total of £100) that Discover Adventure (DA) may incur in providing any trip to you, as a result of any, for example increase in fuel prices or change in exchange rates, which results in an increase in the cost to DA Limited of providing the trip to you under these terms and conditions.
  4. Should you, for whatever reason, not take your place, all sponsorship forms and monies collected should be forwarded to Macmillan or returned to your sponsors.
  5. While we endeavour to follow our planned itinerary there may be circumstances when this is not possible. We reserve the right to cancel or modify the itinerary as necessary.
  6. You must be at least 18 years old before the departure date of the event.
  7. For security reasons and for the safety for all members of the group you must comply with the tour guides' instructions at all times.
  8. Entry conditions into countries vary but you must not suffer from alcohol or drug dependency. You must not have any criminal convictions. Your passport must have at least six months to run from the date of outbound travel. If you are refused passage and/or entry/exit to your country of destination, any additional costs incurred are your own responsibility.
  9. Any independent travel arrangements that you make are also at your own risk and own cost.
  10. The Challenge is demanding and the terrain may be hazardous. You must take out travel insurance and are advised to take the policy provided by the tour operator, which has been created to cover you for the specific activities you are undertaking. You should also consider carefully whether you require additional personal accident cover or life insurance.
  11. You must give full and accurate details of any existing medical conditions on the medical questionnaire. Neither Macmillan nor Discover Adventure Limited can accept any liability resulting from any illness, injury or other untoward occurrence arising from any undisclosed medical condition (other than to the extent that death or personal injury arises as a result of its negligence). Failure to disclose a pre-existing medical condition may invalidate your travel insurance.
  12. Any complaints must be communicated to the Macmillan representative on the trip, or, if that is not possible, then in writing to the Macmillan head office as soon as possible after the trip.
  13. Entry for this Challenge is at Macmillan's discretion and it reserves the right to refuse entry to any participant at any time if it considers that such participation is inappropriate.
- I apply to take part in the Macmillan Challenge specified above, in accordance with the above conditions of entry, which I have read and understood.
  - I enclose my non-refundable registration fee of £400 made payable to Macmillan Cancer Support.
  - I make a commitment to raise a minimum of £3,950 in sponsored donations, £1,500 of which will be sent to Macmillan three months prior to departure. The objective is to raise as much sponsorship as possible.
  - I have given Macmillan certain information, including medical information, about me and I consent to Macmillan using this data. I understand that it will be necessary for Macmillan to share the data with Discover Adventure Limited and their medical staff in order to organise this event.
  - Macmillan and our trading companies would like to hold your details in order to contact you about our fundraising, campaigning and services for people affected by cancer.

# DISCOVER ADVENTURE LTD TERMS & CONDITIONS

Discover Adventure Ltd ("DAL") accepts bookings subject to the following conditions.

## **FINANCIAL SECURITY**

DAL is fully bonded and licensed by the Civil Aviation Authority for your financial protection. Under the terms of the bonds, monies are secured by insurance guarantees. DAL's ATOL number is 5636.

## **PASSPORTS, VISAS & VACCINATIONS**

You are responsible for arranging, and must be in possession of, a valid passport and any visas and vaccination certificates required for the whole of your journey. Information given by DAL about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith, but without responsibility on DAL. It is your responsibility to obtain any necessary vaccinations for your tour and to do so well before the departure date. DAL does not accept responsibility if your documents are not in order.

## **INSURANCE & CANCELLATION INSURANCE**

Travel insurance, including cover for baggage, is mandatory for all clients whilst on a tour organised by DAL. Other than liability arising from negligence in respect of death or personal injury caused by DAL or its staff, you travel, together with your personal property including baggage, solely at your own risk at all times. You are wholly responsible for arranging your own insurance and if you join the tour without adequate insurance you may not be permitted to continue, with no right of refund. If you choose not to take out DAL's specially arranged Travel/Cancellation insurance you are responsible for ensuring that you have adequate private travel insurance, with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you make your own arrangements you should ensure that there are no exclusion clauses limiting protection for the type of activities included in the tour. You must satisfy yourself that any travel insurance arranged through DAL meets your requirements and you should arrange supplementary insurance if need be. Any claims concerning matters for which you are required to be or are insured must be directed to your insurers. You will be deemed to have read the insurance cover.

## **MEDICAL FORM**

If you are aged 65 or if you have any medical condition that could be adversely affected by exercise, particularly but not limited to a heart condition or asthma, you must provide DAL with a medical certificate from your doctor. By accepting these terms you are confirming that, to the best of your knowledge, your general state of health is good and that you take full responsibility for your health and personal well-being.

## **TOUR AUTHORITY**

You agree to abide by the authority of the leader, who represents DAL, whose decision as to conduct, itinerary and objectives of the tour is final. You must always comply with the local laws, customs and drug regulations of the country/ies you are visiting. If you commit any illegal act or if, in the opinion of the leader, your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole or that your general well-being will be put at risk by continuing with the tour, may be asked to leave without the right to any refund for services utilised.

## **CHALLENGE PARTICIPATION**

We accept your booking on the understanding that you realise the hazards involved in this type of tour, including injury or death, disease, loss or damage to property, and that you come on the tour at your own risk. Other than liability for negligence in respect of death or personal injury caused by DAL and its staff, DAL accepts no liability for any injury resulting from the hazards of trekking, cycling or any other activity included or not included in the itinerary, or for any other mishaps to yourself or your property or personal effects (which you should adequately insure against loss, theft and damage), or by reason of any representation (unless fraudulent), or for consequential, economic or indirect loss or damage or as a consequence of flight cancellations, strikes, local political conditions, wars, terrorist activity, riots, civil strife, industrial disputes, sickness or unforeseeable circumstances or events outside DAL's reasonable control. Subject as aforesaid, DAL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with its performance or contemplated performance, is limited to twice the price paid by you for the tour. Any independent travel arrangements that you make are also at your own risk. Any safety equipment supplied for activities must be worn correctly at all times.

## **ITINERARY**

While DAL endeavours to follow the published itinerary there may be exceptional circumstances when it is not possible to do so. Due to the nature of the tour arrangements have to be planned well in advance, so changes may have to be made and DAL reserves the right to cancel or modify the itinerary as necessary. Should a material change be necessary DAL will inform you as soon as reasonably possible. A material change includes, for example, a significant change of destination, route, a change of flight time by more than 12 hours or a change of airport. If DAL is forced to cancel your travel arrangements any refunds or compensation available will be paid (if applicable) to Macmillan Cancer Support on your behalf.

## **TRAVEL/FLIGHTS/DELAYS**

The timings of air, road or rail departures are estimates only. DAL cannot accept liability for any delay in your flight from or to the UK, whether the cancellation or delay is caused by adverse weather conditions, rescheduling by an airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action or any event outside DAL's reasonable control. Where long flight delays result in lost challenge time, no refunds are given by hotels or suppliers. Similarly, airlines do not offer compensation for flight delays. In recognition of the above DAL's travel insurance policy offers some monetary compensation for flight delays over 12 hours to cover lost time or delayed return. DAL will give no refunds or compensation for lost time or for any services included in the itinerary not utilised.

Any flights forming part of the tour arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with International Law and conventions. DAL accepts no liability for failure by air carriers, sea carriers, rail carriers or hotel keepers to fully provide any services to be supplied by them.

## **EQUIPMENT**

If you take your own equipment on tour you are responsible for any charges for transportation levied by the airline, including excess baggage charges. In the event that any equipment (whether hired or not) is delayed or lost on the outward journey, DAL will not be responsible financially or otherwise for your inability to start or continue the tour, unless such delay or loss is due to the negligence of DAL or its staff.

## **IF YOU HAVE A COMPLAINT**

Should you have a complaint about any of the tour arrangements, you must immediately tell both the relevant supplier and DAL's representative at the time. It is only if DAL and the relevant supplier know about problems that there will be the opportunity to take appropriate action.

## **MINIMUM AGE**

Participants must be 18 years or over.

## **PARTICIPANTS**

DAL reserves the right to refuse participation to anyone at any time without having to disclose the reason.

## **AMENDMENT**

These conditions may only be amended or waived by a director of DAL in writing.

## **GOVERNING LAW**

These conditions are subject to and shall be construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.