

## Yorkshire 3 Peaks 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 £175 in sponsorship money for Macmillan Cancer Support which should be received by Macmillan Cancer Support within one month of 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.
- 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.
- I apply to take part in the Macmillan Yorkshire 3 Peaks Challenge specified above, in accordance with the above conditions of entry, which I have read and understood.
- I make a commitment to raise a minimum of £175 in sponsored donations. 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.
- 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.

# DISCOVER ADVENTURE LTD TERMS & CONDITIONS

## Discover Adventure Ltd

This challenge is organised by the tour operator, Discover Adventure Limited (DAL), whose terms and conditions apply to the Challenge and are included as part of this form (below). Please ensure that you have read and understood their terms and conditions before returning this application form.

**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.

**Insurance and Cancellation Insurance** Travel insurance is optional whilst on a tour organised by DAL in the UK. 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 should you wish it. 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 Challenge, tour arrangements have to be planned well in advance, so changes may have to be made. 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 or route. If DAL is forced to cancel your travel arrangements any refunds or compensation available will be paid (if applicable) to Macmillan on your behalf.

**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 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 court.