

# Charity Event T&Cs for Individual Participants

## ADVENTURE CAFE BOOKING TERMS AND CONDITIONS – CHARITABLE EVENTS For Event Participants

These are the terms and conditions of Adventure Cafe Ltd. which apply to those who are advised by the charity that they will be participating in the fundraising event. Please refer to the charities' own terms and conditions regarding your sponsorship and eligibility to travel. Only those potential participants who qualify under the charities' rules will be entitled to travel. The following conditions will apply:

### **1. Your contract with Adventure Cafe**

If you are selected to take part in the fundraising event, we will either be advised of your details by the charity, or you will send them to us directly. Your contract for travel, accommodation and other services ("your travel arrangements") will be with us, Adventure Cafe Limited trading as Adventure Cafe of Creech Mill Business Park, Mill Lane, Creech St Michael, Somerset, TA3 5PX.

If you are selected then we will confirm our contractual commitment to you by sending to you a confirmation invoice, together with the details of your travel arrangements (typically in the form of 'Trip Notes') and the itinerary that we have agreed to provide. It is only then that these terms and conditions will apply and a contract will exist between us, which is governed by English laws and the exclusive jurisdiction of the English Courts. Travel arrangements made by us which include accommodation are fully protected under the company's Travel Organiser Failure Cover (TOFC). This complies with the requirements of Regulations 16-21 of the Package Travel Regulations 1992. Payment for your travel arrangements will be made to us by the charity from a proportion of the sponsorship it has received in accordance with the charities' terms for participating in the fundraising event.



### **2. Payment Protection Policy Cover**

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with Adventure Cafe are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Adventure Cafe. There is no requirement for Financial Protection of day trips, and none is provided.

Consumer aware: Your booking is insured by IPP Ltd and its panel of insurers. This insurance is only valid for passengers who book and pay directly with/to Adventure Cafe. If you have booked and/ or paid direct to a Travel Agent for a holiday with Adventure Cafe please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance. For further information please go to [www.ipplondon.co.uk](http://www.ipplondon.co.uk).

This Insurance has been arranged by International Passenger Protection Limited and underwritten by Insurers who are members of the Association of British Insurers & Lloyds Syndicates.

### **CLAIMS PROCEDURE:**

Download Claims Form from [www.ipplondon.co.uk](http://www.ipplondon.co.uk) Any occurrence which may give rise to a claim should be advised within 14 days to:

International Passenger Protection Limited  
Claims Office Telephone: +44 (0)20 8776 3752  
IPP House Fax: +44 (0)20 8776 3751  
22-26 Station Road  
West Wickham  
Kent BR4 0PR United Kingdom

In order to deal promptly with any claim hereunder it is essential that you retain all bills, receipts and other documents relating to your travel arrangements.

**CLAIM FORMS MUST BE SUBMITTED WITHIN SIX MONTHS OF DATE OF INSOLVENCY. WE CANNOT CONSIDER OR PAY CLAIMS RECEIVED AFTER THIS DATE.**

### **3. The price of your Tour**

(i) The cost of your participation in the fundraising event forms a part of the overall value of the sponsorship raised by you and received by the charity. From those sums received by the charity, the charity will pay to us the cost of your travel arrangements that we are agreeing to provide.

(ii) We reserve the right to increase the price of your travel arrangements to allow for variations in transportation costs (including the cost of fuel); dues, taxes or fees chargeable for services and the exchange rate applicable to your travel arrangements. No price increase will be made within 30 days of your departure date and in any event, we will absorb any increase which equals 2% or less of the cost of your travel arrangements.



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### 4. Health, Safety & Fitness and your Insurance Cover

The charitable event in which you will be participating is challenging and will require a good level of fitness, strength and endurance. It is your responsibility to ensure that you have the appropriate level. You should check with your doctor to ensure that you are sufficiently fit, healthy and mobile to participate in the event. **If you have any doubts about your fitness, please check with Adventure Cafe directly, and you should supply medical certification from your doctor.** If the event is overseas, you should take into account that medical and other facilities, particularly for those with any disability, illness or infirmity, at your destination are likely to be inferior to those in the United Kingdom. Accordingly, in the case of overseas events, it is a compulsory term of travel that you take out travel insurance to cover any health or injury problems that arise and, if necessary, to arrange for your repatriation to the United Kingdom. You must complete a medical form in order to be able to participate and you should also advise your insurer of any pre-existing medical condition before travel. Failure to advise this may invalidate your insurance cover. It may also put you at significant risk, and affect others enjoyment of the event.

### 5. Cancellation

#### (i) By the individual

- (a) If you cancel the event, then there will be no refund payable to you on your registration fee which is non refundable or with regard to your sponsorship (as your sponsorship was raised for charitable purposes). Any balance of the sum paid to us by the charity (final payments) for the event after deduction of cancellation charges, which have been agreed with the charity, will be repaid to the charity.
- (b) In the case that the individual follows up with a secondary payment, in addition to the registration fee, and the individual then cancels—they will be eligible for refunds according to the following sliding scale:

43+ days pre departure—100% of secondary payment will be refunded  
42—29 days pre departure—40% of secondary payment will be refunded  
15—28 days pre departure—25% of secondary payment will be refunded  
8—14 days pre departure—10% of secondary payment will be refunded  
Less than 7 days pre departure—No refund will apply

#### (ii) By Adventure Cafe

- (a) If Adventure Cafe cancels the event, any amounts or compensation contributed by the charity will be returned to the charity in accordance with the contract agreed by Adventure Cafe and the charity. In the case where Adventure Cafe cancels the event and the individual pays a registration fee directly to Adventure Cafe, this will be refunded to the individual. If the registration fee has been paid to the co-ordinating charity or corporate partner, the refund will come via them.
- (b) If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel insurance, you hereby agree that you will cooperate in the recovery of these charges from the insurers and any sums recovered under the policy will again be paid over to the charity.
- (c) If cancellation occurs due to unusual and unforeseeable circumstances beyond our control, such as national emergency, natural disaster, fire, bad weather, delays or other such events (acts of *force majeure*), and this event is within the last 6 weeks before the event, then no refund or compensation will be due, and we will advise you as soon as it is reasonable to do so.

#### (iii) By the Charity

- (a) If the charity cancels the event Adventure Café will refund the charity in line with the terms and conditions set out in the contract between Adventure Café and the Charity. Any monies paid to charity by the individual will be refunded by the charity in line with the terms and conditions set out in the agreement between the charity and the individual
- (b) Registration fee's / deposits paid to Adventure Café are non refundable
- (c) If a secondary payment has been made by the individual to Adventure Café, then the charity cancels the following refunds will apply:
- 43+ days pre departure—100% of secondary payment will be refunded  
42—29 days pre departure—40% of secondary payment will be refunded  
28—15 days pre departure—25% of secondary payment will be refunded  
14—8 days pre departure—10% of secondary payment will be refunded  
Less than 7 days—No refund will be due
- (d) If you are due to pay a secondary payment to Adventure Café and the charity cancels within 6 weeks of the departure the charity will take responsibility for settling any remaining balances with Adventure Café.



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### **6. Destination Safety and Force Majeure**

Your personal safety during the charitable event is of fundamental importance to us and whilst we will carefully monitor the safety of your destination, the Foreign and Commonwealth Office do offer a travelers advice line, the details of which are 0870 606 0290. You should ensure that you are kept informed of the latest FCO advice.

In the instance where Adventure Café cancels a trip due to factors please refer to: 5(iii) 3

### **7. Alterations by Adventure Cafe**

Adventure Cafe and its suppliers of transport and land arrangements shall be entitled to change the details of your travel arrangements and itinerary. A significant change means a change in timings either at the end or the beginning of your trip by 24hours or more. It also means a major change to your itinerary

If a change is significant you will be advised as soon as possible and you will be entitled to:-

- (i) Cancel your participation in the event, in which case you agree that the cost of your travel arrangements will be repaid by us to the charity and you will have no entitlement to such sums
- or
- (ii) Agree to proceed with the revised arrangements for the event

### **8. Standard and Quality of Accommodation and Services**

You should not have unreasonable expectations of the facilities that will be provided which in some remote areas and some destinations may be below what you might expect at home. The level of the standard and quality of your travel arrangements will be in line with the itinerary and any literature you receive from us.

### **9. Liability**

(i) We accept responsibility for ensuring that your travel arrangements will be as described in literature produced by us, or on our behalf, in our Confirmation Invoice and with the itinerary and that the services we are contractually obliged to provide are to a reasonable standard. If in the reasonable opinion of the charity any part of your travel arrangements is not provided as promised we will pay appropriate compensation if this has affected the quality or structure of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (except for claims for death, injury or illness – see below).

(ii) Adventure Cafe accepts responsibility for death, injury or illness caused by negligent acts and/or omissions of us, our employees, agents, suppliers and sub-contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your travel arrangements in the itinerary, that we are contractually obliged to provide. We will, accordingly, pay to an affected participant such damages as might have been awarded in such circumstances under English law. However, damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your travel arrangements or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of your travel arrangements or unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even if all due care had been exercised.

(iii) Inherent in an Adventure Challenge is the possibility that your clothing or equipment may suffer some damage. Equally you may experience minor injury (scratches, grazes, twisted ankles etc.) - these minor injuries and property damage are an unavoidable component of the type of trips that Adventure Cafe operates. On cycling events, minor crashes due to cyclist error are common, and Adventure Café cannot take responsibility for rider error. Further, in the realm of the high mountain, and in remote locations, the weather and external factors are not always within the control of the leader, and he may have to make changes to itineraries at short notice. By making a booking you are signifying that you understand this when making a booking and/or joining an Adventure Cafe trip.

(iv) In respect of carriage by sea and rail and the provision of accommodation, the amount of compensation Adventure Cafe may be obliged to pay will be limited in the manner provided by the relevant International Convention. Carriage is subject to the carrier's conditions of carriage. In particular drunkenness or rowdy behavior may lead to the carrier refusing carriage when alternative transport may have to be arranged at your own cost.



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## ADVENTURE CAFE BOOKING TERMS AND CONDITIONS – CHARITABLE EVENTS For Event Participants (continued)

(v) Individuals participating in an Adventure Cafe Challenge recognize, and accept that they should follow instructions whilst on the challenge that are designed for their own wellbeing and safety. If you do not follow your leaders instructions, and your behavior is dangerous, or irresponsible, then you may be requested to leave the trip with no cost penalty to Adventure Café.

### **10. Personal Effects Insurance**

Individuals are required to have insurance cover for their personal effects, including their bicycle. This needs to cover loss, theft, and damage. Adventure Café are not responsible for individual's personal effects.

### **10. Passports and Visas and Health**

You will be advised separately of any passports or visa requirements for UK citizens and any compulsory health requirements to enable you to participate in your travel arrangements. Visa's are the responsibility of the individual to arrange. Adventure Café takes no part in making such arrangements.

### **11. Miscellaneous**

This contract is governed by English law and the exclusive jurisdiction of the English Courts.

