

## WALK THE WALK IN ACTION LIMITED

### TERMS AND CONDITIONS

#### IN RELATION TO UNIQUE CHALLENGES

##### London 2 Brighton Challenge 2019

The terms and conditions set out below form the basis of your relationship with Walk the Walk in Action Limited (**Action**) a company limited by shares, registered in Scotland under Company Number SC201976 whose registered office is at 5 Atholl Crescent, Edinburgh, Midlothian, EH3 8EJ and whose operational address is at 6 Genesis Business Park, Albert Drive, Woking, Surrey, GU21 5RW. Please read them carefully as they set out each party's respective rights and obligations. All bookings are subject to these terms and conditions.

#### Recitals

Action is a wholly owned trading subsidiary of Walk the Walk Worldwide, a company limited by guarantee which is registered as a charity in Scotland with the Office of the Scottish Charity Regulator under registration number: SC029572 (**WTW**). Action facilitates the raising of funds for WTW by providing Challenges (as hereinafter defined). Persons wishing to raise monies for WTW must raise at least the minimum sponsorship monies applicable for their chosen Challenge. The cost of the Challenge is paid by the person undertaking the Challenge; however, Action or WTW may reimburse some of the costs of undertaking the Challenge if the person undertaking the Challenge raises prescribed sponsorship amounts for WTW.

#### Operative Provisions

##### 1. Definitions and Interpretation

- 1.1. In this Agreement, the following words shall have the following meanings unless the context otherwise requires:

<b>1992 Act</b>	means the Charities Act 1992;
<b>1994 Regulations</b>	means the Charities Act (Fund-Raising) Regulations 1994;
<b>2013 Regulations</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
<b>Administration Fee</b>	means the fee charged by Action in respect of administering the booking of the Challenge as specified in Schedule 1;
<b>Adventure</b>	means the activity which you will be undertaking whilst on the Challenge to raise funds for WTW;

<b>Agreement</b>	means this Agreement including all schedules, appendices, amendments and additions;
<b>Basic Cost</b>	means the basic cost of the Challenge, excluding the Entry Fee, any Supplement, airline fuel supplements and taxes and any other amounts you agree to pay Action for the Challenge as specified in Schedule 1;
<b>Challenge</b>	means the inclusive arrangements, flights, accommodation, and all other products and services provided by Action, directly or through a third party as specified in the Itinerary and pursuant of this Agreement;
<b>Challenge Fee</b>	means the fee payable to Action for the Challenge, being the Basic Cost, the Administration Fee; the Entry Fee, any Supplement, all airline fuel supplements and taxes referred to in clause 17 below together with any other amounts you agree to pay Action for the Challenge. The Challenge Fee is payable in addition to the Fundraising Target and the amount of the Challenge Fee is specified in Schedule 1;
<b>Company</b>	means the company named in Schedule 1;
<b>Deposit</b>	means the amount of the Challenge Fee payable on entering into this contract as specified in Schedule 1;
<b>Entry Fee</b>	means the entry fee payable to take part in the Adventure;
<b>Final Balance</b>	means the total of the Challenge Fee less the Deposit, the Administration Fee and the Event Fee;
<b>Final Pack</b>	means the pack of information and WTW supporter gifts;
<b>Final Target Date</b>	means the date specified in paragraph 10 of Schedule 1 by which the Fundraising Target must have been sent to WTW by you;
<b>Force Majeure</b>	means any circumstances beyond the reasonable control of the party in question including (but not limited to) war, riots, fire, explosion, government action, seriously adverse weather conditions, accident, breakdown of plant or machinery (save as a result of failure to maintain such plant and machinery in accordance with good industrial practice), unavailability of transport or acts of the other party or any third party;

<b>Fundraising Target</b>	means the minimum amount of money that you must raise in order to take part in the Challenge, the amount is specified in Schedule 1;
<b>Itinerary</b>	means the Itinerary for the Challenge as set out in Schedule 2;
<b>Organiser</b>	means the organiser of the Challenge as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992 and any amendment or re-enactment of the same and all other legislation implementing the EC Directive on Package Travel, Package Holidays and Package Tours (Council Directive 90/314/EEC) generally this will be the Company however in limited circumstances the Organiser may include Action or another party;
<b>Registration Form</b>	means the form which you complete to confirm your acceptance with these terms and conditions and to provide your personal details;
<b>Supplement</b>	means any supplementary fee included in Schedule 1 or otherwise notified to you at the time of booking;
<b>you and your</b>	means the participants named in the Registration Form for this Challenge;
<b>WTW Website</b>	means the website at <a href="http://www.walkthewalk.org">www.walkthewalk.org</a> .

- 1.2. All references to a statutory provision shall be construed as including references to:
  - 1.2.1. any statutory modification, consolidation or re-enactment;
  - 1.2.2. all statutory instruments or orders made pursuant to it; and
  - 1.2.3. any statutory provision of which it is a modification, consolidation or re-enactment.
- 1.3. Except where the context otherwise requires:
  - 1.3.1. words denoting the singular include the plural and vice versa;
  - 1.3.2. words denoting any gender include all genders;
  - 1.3.3. words denoting persons include firms and corporations and vice versa; and
  - 1.3.4. expressions defined in the 1992 Act or the 1994 Regulations have the same meaning in this Agreement.

1.4. Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of, or a Schedule to, this Agreement.

1.5. Clause headings are for ease of reference only and do not affect the construction of this Agreement.

## **2. The Organiser of the Challenge**

2.1. You are contracting with Action which has appointed the Company as the Organiser of the Challenge.

2.2. Please note that Action's responsibilities are limited to the organisation and appointment of the Company as the Organiser of the Challenge and that the Company is required to provide the Challenge in accordance with the Itinerary. Neither Action nor WTW is engaged with the organisation of the Challenge and WTW is simply a beneficiary of the money which you raise.

2.3. Action shall ensure that any element of the Challenge Fee paid by you which is due to the Company will be passed to the Company prior to the deadline for such payment.

## **3. Challenge Fee and Acceptance of the Registration Form**

3.1. The Challenge Fee must be paid in accordance with the terms of this Agreement.

3.2. The Deposit, the Entry Fee and the Walker Pack Fee must be paid on booking, if no Deposit, Entry Fee or Walker Pack Fee is received with your Registration Form then your Registration Form will not be processed until each of the Deposit, Entry Fee and Walker Pack Fee has been received.

3.3. If payment is made from a foreign bank account, you will be responsible for all transaction charges. The net amount received by Action after charges must be the agreed Challenge fee

3.4. The Final Balance shall be due on the date specified in paragraph 6 of Schedule 1.

3.5. Unless otherwise advised or agreed by Action or the Organiser in writing, you must pay:

3.5.1. the first 50% of the Fundraising Target direct to WTW prior to the date specified in paragraph 10 of Schedule 1

3.5.2. the remaining 50% of the Fundraising Target direct to WTW prior to the date specified in paragraph 10 of Schedule 1

3.6. If you have not sent 50% of the Fundraising Target to WTW by the date specified in paragraph 10 of Schedule 1 you may not be allowed to participate in the Challenge. Notwithstanding any other provision of this Agreement, if any deadline for submission of the Fundraising Target is missed and you are permitted to take part in the Challenge you will not be eligible for any reimbursement of any element of the Challenge Cost. Please note that any monies pledged by

means of a fundraising website in your name shall be counted in the Fundraising Target, but only once such funds have been confirmed as being received.

- 3.7. If you wish to purchase the insurance offered by or through the Organiser all applicable premiums must be paid as soon as possible as cover is not effective until these have been paid. Please see clause 15 below.
- 3.8. If you are joining us on more than one challenge, please be aware that any money you raise over and above the minimum requirement for this challenge cannot be transferred to another year.
- 3.9. Credit card charges are included in the booking fees when registering online or paying by card transactions with WTW administration.
- 3.10. For flight and non-flight inclusive bookings, all monies paid to Action (if any) up to the full amount of the Challenge Cost will be held on the Organiser's behalf until they are paid to the Organiser or refunded to you. Please note: this clause only applies to monies paid to Action up to the full amount of the Challenge Cost. Monies paid to Action and any monies held by WTW, Action or the Organiser over and above the Challenge Cost belong to the entity to which it was paid.
- 3.11. All amounts are inclusive of VAT.
- 3.12. Action's VAT number is GB800852848.
- 3.13. Where an application to take part in the Challenge is received after the date on which the Final Balance is due the full Challenge Fee shall be due prior to you being accepted on the Challenge and unless otherwise agreed with Action, the Fundraising Target must be paid to WTW within three days of your booking being made. If the full amount of the Fundraising Target is not paid to WTW within this time period, Action may cancel your booking.
- 3.14. Where the Registration Form indicates that you can be accompanied by a supporter, a supporter may also book a place on the Challenge, in such a case the Challenge Fee is also due in respect of the supporter, save that a supporter is not required to pay the Entry Fee or Fundraising Targets.
- 3.15. Action reserves the right to review each entry application to ensure that the person who is entering, if having previously taken part in an event supporting WTW, has paid to WTW the money that they have raised. A failure to submit any money raised from previous participation in an event supporting WTW or a failure to notify Action that you were not able to attend a previous event benefiting WTW may result in Action not permitting you to take part in the Challenge.
- 3.16. Your entry into the Adventure will only be secure once you have received an email from Action confirming your place on the Challenge. If you have not received your confirmation email within 48 hours of submitting your Registration Form, Deposit, Administration Fee and Event Fee please contact Action using the contact details available at [www.walkthewalk.org/about-us/contact-us/](http://www.walkthewalk.org/about-us/contact-us/).

- 3.17. Clients taking their own equipment on a Challenge are responsible for any charges for transportation levied by the airline including excess baggage.
- 3.18. If your Final Pack is mislaid in the post, and is not returned to us, Action will immediately reissue all the basic items (Final Event Information, space blanket, weather protector and bra pin) to ensure that you can still participate in event. Subject to availability, we will make every effort to replace your T-shirt and hat, however this cannot be guaranteed. If your Final Pack is mislaid in the post and returned to us we will resend the Final Pack to you.
- 3.19. If you raise the minimum sponsorship amounts for WTW specified in Paragraph 15 of Schedule 1, Action will refund the corresponding amount of the Walker Pack fee specified in Paragraph 6 of Schedule 1.
- 3.20. The maximum amount that can be refunded in accordance with clause 3.19 above to any one person is the Walker Pack Fee. Further, the refund will not include any insurance costs, costs of any additional days over the days specified in the Itinerary, personal spending, extra items ordered. In order to qualify for the refund, the minimum sponsorship amounts specified in Paragraph 15 of Schedule 1 must be raised and provided to WTW by the date specified in Paragraph 16 of Schedule 1.

#### **4. Failure to Pay the Challenge Fee on Time**

- 4.1. If Action or the Organiser (as applicable) do not receive all payments due from you (including any surcharge where applicable) in full and on time, your place on the Challenge will no longer be guaranteed; further surcharges may be applicable. Action will be entitled to keep the Walker Pack Fee, the Deposit and the Entry Fee paid or due at that date. If you intend to cancel but have not notified Action or the Organiser in writing of your intent to cancel by this date, you must pay the cancellation charges shown in clause 19 below depending on the date Action or the Organiser reasonably treats your booking as cancelled.
- 4.2. You will be liable for all costs incurred by Action and the Organiser in order to collect any monies due.

#### **5. Your responsibilities**

- 5.1. You must not do anything or fail to do anything which is reasonably likely to bring Action, WTW and/or the Organiser into disrepute whether before, during or after the Challenge.
- 5.2. You must ensure that all information you give Action and/or the Organiser including all information provided in the Registration Form and any insurance forms and medical questionnaire is complete, true and accurate. If you fail to do so, Action and/or the Organiser shall be entitled to cancel your booking and Action shall be entitled to keep the Deposit, the Walker Pack Fee and the Event Fee you have paid. Depending on the date when Action and/or the Organiser discover that you have failed to comply with the provisions of this clause Action will also be entitled to charge the cancellation fees set out in clause 19 below. See also clause 23 below headed "Liability".

- 5.3. You must confirm on the Insurance and Medical Questionnaire Form that you have no serious health conditions of which you are aware could be worsened through the Challenge activity. Furthermore, that you have not been medically advised that you should not take part in activities of a similar nature.
- 5.4. You must confirm that you will ensure that you will undertake the necessary training to achieve the required level of fitness to complete the Challenge.

## **6. Data Protection**

- 6.1. Where necessary Action and the Organiser provide the personal information given by you to the various suppliers who provide each element of the Challenge (for example airlines). Action and the Organiser also provide this information to other bodies such as credit card and insurance companies who need to know them in order that payments can be processed and cover provided (where applicable). Personal data shall also be provided to WTW.
- 6.2. Action may send you information about WTW, events organised to support WTW and about the activities of Action. If you do not want to receive such information, please write to the Database Administrator at 6 Genesis Business Park, Albert Drive, Woking, Surrey, GU21 5RW.
- 6.3. WTW shall process your personal data in accordance with its data subject information statement which is available on the WTW website at [www.walkthewalk.org](http://www.walkthewalk.org).
- 6.4. For the avoidance of doubt, Action, the Organiser and WTW shall be data controllers in common in respect of the processing of your personal data in accordance with the terms of the Data Protection Act 1998.

## **7. Booking Process**

- 7.1. You must complete Action's online Registration Form and submit the appropriate payment in respect of the Deposit, the Walker Pack Fee and the Event Fee as set out in Schedule 1 at the time of booking.
- 7.2. If we require you to complete a medical questionnaire this will be emailed to you and should be returned to us no later than 4-weeks before the Challenge starts. Action and the Organiser reserve the right to refuse a participant's admission on the Challenge based on the information contained within the medical questionnaire.
- 7.3. You must be at least 18 on the day of the Challenge departure.
- 7.4. We will not accept any registration form without the appropriate payment as a confirmed booking. In this situation Action will not issue you with a confirmation email and your booking will be considered cancelled. None of Action, the Organiser or WTW will have any further liability towards you.

## **8. Medical Details**

- 8.1. Action and the Organiser require a completed medical questionnaire from each person taking part in the Adventure to complete an online Insurance & Medical Questionnaire. When specified as a special condition in Schedule 1 you are also required to provide a signed doctor's certificate in the form specified in Schedule 1.
- 8.2. If you are aged over 65 years of age or indicate on the Medical and Insurance Questionnaire that you have any medical condition that could be adversely affected by exercise, particularly a heart condition or asthma, you must provide Action with a signed medical questionnaire and further information as necessary from your doctor confirming that you are fit to take part.

## **9. Confirmation and Amendments**

- 9.1. Once Action has received your registration and medical questionnaire and all appropriate payments, Action will, subject to availability, confirm the Challenge by issuing a booking confirmation email/letter. Please check this carefully as soon as you receive it. You must contact Action immediately if any information, which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. You must ensure that the name in which the booking is made is the same name as is in your Passport.
- 9.2. Should you wish to make any changes to your confirmed booking, you must notify Action in writing as soon as possible. Whilst Action will endeavour to assist, Action cannot guarantee it will be able to meet any such requests. Where Action can make an amendment for you, an amendment fee may be payable on a per person / per booking basis, in any event, any costs incurred by Action and any costs or charges incurred or imposed by any of the Organiser's suppliers shall be payable.

## **10. When does my contract for the Challenge come into existence?**

- 10.1. A binding contract between you and Action comes into existence when Action dispatches its confirmation email to you following your submission of the Registration Form and payment of the Deposit, Walker Pack Fee and Event Fee.
- 10.2. You agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description, which arises between you, Action and the Organiser (except as set out below).
- 10.3. Other than a situation outlined in clause 10.4 below you also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between you, Action and the Organiser must be dealt with by the Courts of England and Wales.
- 10.4. In the case of Court proceedings, if you live in Scotland/or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between you, Action and the Organiser heard in either the Scottish or Northern Irish courts (as appropriate) with English law applying.

## **11. Minimum numbers**

- 11.1. Please note that a Challenge may have a minimum number of participants required for its operation.
- 11.2. Therefore, Action and/or the Organiser reserve the right to cancel a specific departure due to insufficient numbers up to 56 days prior to departure. In these circumstances you will be offered an alternative Challenge which may involve an additional payment or a partial refund (see options under clause 12 below "Itinerary").

## **12. Itinerary**

- 12.1. Action and/or the Organiser start planning the Challenges offered many months in advance. Occasionally, Action and/or the Organiser are required to make changes to planned Challenges both before and after bookings have been confirmed. Whilst Action and the Organiser always endeavour to avoid changes and cancellations, Action and the Organiser reserve the right to do so, and a minor change will take effect once it is notified to you, all changes to the Itinerary which are not significant changes are minor changes.
- 12.2. Most changes are minor. However, occasionally, Action or the Organiser have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give Action at the time of booking and which Action or the Organiser can reasonably be expected to know as an Organiser, the Organiser or Action can reasonably expect to have a major effect on the Challenge.
- 12.3. Significant changes are likely to include the following changes when made before departure; a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away by twelve or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destinations substantially or altogether. If Action or the Organiser has to make a significant change or cancellation, Action will tell you as soon as possible. If there is time to do so before departure, Action will offer you the choice of the following options:
  - 12.3.1. (for significant changes) accepting the changed arrangements;
  - 12.3.2. purchasing an alternative Challenge from Action of a similar standard to that originally booked if available. Action will seek to offer you at least one alternative Challenge of equivalent or higher standard, which will not cost any more than the Challenge Cost. If this Challenge is in fact cheaper than the original one, Action will refund the price difference to you provided that you have not been reimbursed any of the costs of the Challenge by WTW as a result of your fundraising activities when the payment will be made to WTW. If you do not wish to accept the Challenge Action specifically offers you, you may choose any of Action's other available Challenges. The price of these may be higher or lower than the Challenge and the difference will be either payable or refundable.

- 12.3.3. deferring the Challenge until the Adventure is next available. The price of a deferred Challenge may be higher or lower than the Challenge and the difference will be either payable or refundable.
- 12.3.4. cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies (excluding the Entry Fee unless the third party to which the Entry Fee has been paid also provides a refund of the Entry Fee) you have paid directly to Action. Please note, where WTW has refunded all or part of the Challenge Cost to you Action will refund the Challenge Cost to WTW. (See "Refunds and Compensation" below).
- 12.4. Please note the options set out in clause 12.3 above are not available where any change made is a minor change.
- 12.5. If Action or the Organiser make a significant change or cancellation, Action or the Organiser will as a minimum, where compensation is due, pay you reasonable compensation payments depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions:
  - 12.5.1. compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where Action and/or the Organiser is forced to make a change or cancellation as a result of unusually and unforeseeable circumstances beyond Action or the Organiser's control, the consequences of which Action or the Organiser could not have avoided even with all due care or where Action or the Organiser are forced to cancel due to the minimum number of Participants required for the Challenge not being reached.
  - 12.5.2. no compensation will be payable and the above options will not be available if Action or the Organiser cancels as a result of your failure to comply with any requirements of these booking conditions entitling Action or the Organiser to cancel (such as paying on time) or if the change made is a minor one.
  - 12.5.3. a minor change is any change which, taking account of the information you have given Action or the Organiser at the time of booking or which Action or the Organiser can reasonably be expected to know as the Organiser, Action or the Organiser could not reasonably expect to have a significant effect on the Challenge.
  - 12.5.4. very rarely, Action or the Organiser may be forced by "force majeure" (see "Liability" below) to change or terminate the Challenge after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, Action and the Organiser regret they will be unable to make any refunds (unless it obtains any refunds from its suppliers), pay you any compensation or meet any costs or expenses you incur as a result.
- 12.6. Activities, schedules, itineraries, facilities and modes of transport may be subject to alterations without prior notice due to local circumstances or Challenges beyond Action or the Organiser's

control, which may include (but are not limited to) sickness or mechanical breakdown, flight cancellations whether international or domestic, strikes, Challenges caused by political disputes, entry or border difficulties, climatic and other unpredictable or unforeseen circumstances.

- 12.7. Given the nature of the Challenges and their location a flexible approach, allowing for the possibility of alternative arrangements, is necessary. The outline Itinerary provided is an outline of what you may achieve and is not a contractual obligation on the part of Action or the Organiser.

### **13. Hazards and the Challenge**

- 13.1. The Adventure and on occasion the Challenge may involve hazards, which are inherent to the activities involved in it.
- 13.2. These inherent hazards increase the risk to those taking part in the Adventure of personal injury, death, illness, and/or loss or damage to property. By making your booking with Action you acknowledge and accept the inherent hazards involved in the Challenge.
- 13.3. Except as set out in this Agreement, none of Action, WTW or the Organiser can accept any liability for any personal injury, death, illness, loss or damage to property or any other loss or damage you incur as a result your participation in the Adventure.
- 13.4. Any safety equipment supplied must be worn correctly at all times. A cycling helmet must be worn by you at all times when you are cycling on the Challenge.
- 13.5. For the avoidance of doubt neither Action nor WTW are involved in the operation or organisation of the Challenge and have no liability towards you in respect of any loss which you may suffer as a result in taking part in the Challenge.
- 13.6. When the Adventure is organised by a party other than Action, WTW or the Organiser, none of Action, WTW nor the Organiser shall have any liability in respect of any personal injury resulting from the negligence of the organiser of the Adventure.

### **14. Flights and Flight delays**

- 14.1. Action and the Organiser regret that they are not in a position to offer you any assistance if there is a delay in respect of your outwards or inbound point of departure in respect of the Challenge. Any airline concerned may however provide refreshments in accordance with their own policies from time to time.
- 14.2. Neither Action nor the Organiser can accept liability for any delay, which is due to any of the reasons set out in clause 23 below "Liability" (which included the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time).

- 14.3. The flight timings detailed in the Challenge documentation are for general guidance only and are subject to change. The latest timings will be dispatched to you approximately two weeks before departure. You must check flight details very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even within two weeks of departure – the Organiser will contact you as soon as possible if this occurs.
- 14.4. Action is not always in a position to confirm the airline, aircraft type and airport of destination, which will be used in connection with any flight included in your Challenge. When this information is provided at the time of booking or subsequently it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying Action's and/or the Organiser's normal charges.

## **15. Insurance**

- 15.1. Travel insurance, including cover for baggage, is mandatory for all individuals taking part in either a Challenge or an Adventure. Other than liability arising from negligence in respect of death or personal injury caused by Action, WTW, the Organiser or their employees, you travel, together with your personal property including baggage, solely at your own risk at all times.
- 15.2. You are wholly responsible for arranging your own insurance and if you join the Challenge without adequate insurance you may not be permitted to continue with no right to a refund.
- 15.3. If you choose not to take Travel/Cancellation insurance arranged by the Organiser you are responsible for ensuring that you have adequate private 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 make your own arrangements, you should ensure that there are no exclusion clauses limiting protection for the type of activities included in the Challenge. You are responsible for providing proof of this cover to Action and the Organiser; failure to do so by its deadline may result in the Organiser charging you for insurance which it has arranged.
- 15.4. You must satisfy yourself that any travel insurance arranged through the Organiser meets your requirements and you should arrange supplementary insurance if need be. You are responsible for notifying the Organiser if you have not received insurance documentation after the Organiser has taken payment. 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. All individuals taking part in the Challenge and/or the Adventure are personally responsible for informing insurance companies of any pre-existing conditions.

## **16. Complaints**

- 16.1. Should you have a complaint about any part of the Challenge, you must tell both the relevant supplier and the tour leader at the time.
- 16.2. It is only if Action, the Organiser and the relevant supplier know about problems that there will be the opportunity to put things right.

- 16.3. Any complaints must be communicated to the tour leader immediately whilst on the Challenge (in writing if possible) and must be in writing to the Action office no later than 14 days after the return of the Challenge.

**17. Increases to the Challenge Fee**

- 17.1. Action and/or the Organiser reserve the right to make changes to and correct errors in prices or advertised prices at any time before your Challenge is confirmed. Action will advise you of any error of which Action is aware and of the applicable price at the time of booking.
- 17.2. Please note, the Challenge Cost you agree to pay consists of the Basic Cost advised at the time of booking and the full amount of any fuel supplement or taxes imposed by any airline providing flights which form part of your Challenge together with any other amounts you agree to pay Action and/or the Organiser for the Challenge.
- 17.3. Once the Challenge Cost has been confirmed at the time of booking, Action will only increase it in the following circumstances:
- 17.3.1. Price increases after booking will be passed on by way of a surcharge.
  - 17.3.2. A surcharge will be payable, subject to the conditions set out in this clause:
    - 17.3.2.1. if the Organiser's cost increase as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges) which are part of the contract between airlines (and their agents) and the Organiser; or
    - 17.3.2.2. if the Organiser's cost increase by more than 3%. Should this occur you will be contacted by email with details of the increase of additional costs. This is to prevent the charity losing funds due to exchange rates.
    - 17.3.2.3. dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at airports increasing or the Organiser's costs increase as a result of any changes in the exchange rates which have been used to calculate the cost of the Challenge.
- 17.4. Even in the above cases, only if the amount of the increase in the Organiser's costs exceeds 3% of the Challenge Costs (excluding insurance premiums and any amendment charges), will the Organiser levy a surcharge.
- 17.5. If any such surcharge is greater than 10% of the Challenge Costs (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of the Challenge Cost excluding the Event Fee if you have paid these directly to Action.
- 17.6. Action does not refund amendment charges.

- 17.7. If Action has received the Challenge Cost or any part of it from WTW, this will be refunded to WTW. Alternatively, you can purchase another Challenge from Action as referred to in "Itinerary" above.
- 17.8. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.
- 17.9. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another Challenge. If you do not tell Action that you wish to do so within this period of time, Action is entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the Challenge or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.
- 17.10. Action promises not to levy a surcharge within 30 days of the start of the Challenge.
- 17.11. Please note, changes and errors occasionally occur. You must check the price of your chosen Challenge at the time of booking.

## **18. Participation**

- 18.1. Action and/or the Organiser reserve the right on reasonable grounds to refuse participation to anyone at any time without having to disclose the reason. Your entitlement to participate depends on us being satisfied that there are no circumstances under which Action and/or the Organiser ought properly to decline your participation.
- 18.2. Action or the Organiser's decision on your participation shall be final and binding. However, Action or the Organiser will not exercise this right without having clear grounds to do so. In any circumstances where Action and/or the Organiser decide that you may not participate, your Registration Fee will be refunded to you in full.
- 18.3. When you book with Action and/or the Organiser, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against Action and/or the Organiser (together with the Organiser's own and the other party's full legal costs) as a result of your actions.

## **19. Cancellation**

- 19.1. Under the 2013 Regulations, you have the legal right to cancel your entry into the Challenge from the time the contract is made until the expiry of the fourteenth day following your entry into the Challenge being made.
- 19.2. In summary:

- 19.2.1. you have the right to cancel your entry into the Challenge within 14 days without giving any reason;
  - 19.2.2. the cancellation period will expire fourteen (14) days after the day on which you made your entry, the supply of benefits is incidental to the entry into the Challenge and does not extend the cancellation period to longer than 14 days following the day on which you made your entry;
  - 19.2.3. to exercise the right to cancel, you must inform Action of your decision to cancel your entry by a clear statement (e.g. a letter sent by post, fax or email) including your name and geographical address and, where available, your telephone number, fax number and email address. You may use the model cancellation form from the 2013 Regulations which is available on the WTW Website, but this is not obligatory. If using the model form on the WTW Website, you must fill this in electronically and submit the form via the WTW Website;
  - 19.2.4. if you use the form on the WTW Website, Action will communicate to you an acknowledgement of receipt of such cancellation on a durable medium (e.g. email) without delay;
  - 19.2.5. to meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired;
  - 19.2.6. if you cancel your entry, we will reimburse to you all payments received from you;
  - 19.2.7. Action will make the reimbursement without undue delay, and not later than fourteen (14) days after the day Action receives your notification of cancellation;
  - 19.2.8. Action will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement;
  - 19.2.9. you are not liable for any diminished value of the entry into the Challenge;
  - 19.2.10. if the Event has taken place prior to the notification of your cancellation, the full Entry Fee shall be payable and no refund will be made.
- 19.3. If you cannot attend the Event, you must inform Action in writing as soon as possible. Please visit the WTW Website. We cannot cancel any place unless we receive your written request to do so. Please notify your insurers before you cancel your attendance at the Event.
  - 19.4. Refunds will only be made:
    - 19.4.1. in the event that the Event is unavoidably cancelled by Action;

- 19.4.2. if this Agreement is terminated by Action on the grounds that you have previously entered into an event benefiting WTW and failed to pay the minimum amount of sponsorship to WTW; or
- 19.4.3. if you exercise your right to cancel and terminate this Agreement under the 2013 Regulations within fourteen (14) days of the date on which you submit this form. If you wish to exercise your right to cancel please use the form on the WTW Website or send an email giving your full name and address to [unique@walkthewalk.org](mailto:unique@walkthewalk.org).
- 19.5. Please note if a cancellation request is received more than fourteen (14) days from the submission of the Registration Form, the Deposit, the Entry Fee and the Administration Fee are not refundable.

If you seek to cancel this Agreement more than fourteen (14) days after submitting the Registration Form the following conditions apply, please contact us at [unique@walkthewalk.org](mailto:unique@walkthewalk.org)

- 19.5.1. more than 84 days before departure – the Challenge Fee will be refunded less the Deposit, the Entry Fee and the Administration Fee;
  - 19.5.2. 84 - 57 days before departure 50% of the Challenge Fee will be refunded less the Deposit, the Entry Fee and the Administration Fee and any non-refundable fees paid by Action and/or the Organiser;
  - 19.5.3. 56 - 29 days before departure 30% of the Challenge Fee will be refunded less the Deposit, the Entry Fee and the Administration Fee and any non-refundable fees paid by Action and/or the Organiser;
  - 19.5.4. 28 - 15 days before departure 10% of the Challenge Fee will be refunded less the Deposit, the Entry Fee and the Administration Fee and any non-refundable fees paid by Action and/or the Organiser;
  - 19.5.5. less than 15 days no refund is available.
- 19.6. If you have booked a twin room a cost will be incurred should one of the party cancel.
  - 19.7. If you cancel your booking, more than fourteen (14) days following entering into the Challenge the cancellation charges referred to above will apply. Action shall refund to you (or to WTW if WTW has contributed to the costs of the Challenge) any monies relating to the Challenge Cost returned to Action by the Organiser.
  - 19.8. If you cancel following WTW refunding any of the money you have paid to take part in the Challenge, no refund will be paid to you.
  - 19.9. If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel insurance, you hereby agree that you will co-operate in the recovery of these

charges from the insurers and any sums recovered under the policy paid by WTW will be paid to WTW.

- 19.10. With regards to any monies paid to Action, WTW and/or the Organiser over and above the Challenge Cost, no refund of these will be payable to you in the case of your cancellation of your booking as these monies were raised for charitable purposes.
- 19.11. Transferring your place to another Challenge may be possible. You must make this request to Action in writing. More than 56 days before departure, the Organiser will endeavour to transfer your Registration Fee less £50 administration fee. Further charges may be deducted where costs exceeding this have been spent on your behalf and are irrecoverable by Action and/or the Organiser.
- 19.12. The Challenge you transfer to must depart within 12 months of the Challenge you transfer from and only one transfer is allowed per booking. You must immediately pay the difference to Action if your new Challenge has a higher Registration Fee where this is lower, Action will deduct any difference from the Challenge Cost invoice to be paid by you or your Company. You must accept and adhere to any differences in Challenge Costs and Fundraising Targets, and sign a new Registration Form when requested. If your request to transfer is made 56 days or less prior to departure, Action will be unable to transfer your Registration Fee and cancellation charges as above will be applicable.

## **20. Passport, vaccinations and visas**

- 20.1. 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 Action and/or the Organiser about these matters or related items (climate, clothing, baggage, personal gear et cetera) is given in good faith but requirements may change and you must check the up to date position in good time before departure. It is your responsibility to obtain any necessary vaccinations for your Challenge and to do so well before the departure date.

## **21. Registration Form**

- 21.1. Signing your registration form or submitting your online booking form signifies your Agreement:
  - 21.1.1. to abide by the authority of the Challenge leader, who represents Action and/or the Organiser;
  - 21.1.2. to Action using your name, voice, photograph or picture in any form of advertising for WTW for commercial, promotion or any other purpose.
- 21.2. The decision of the Challenge leader as to the conduct, itinerary and objectives of the Challenge is final. If in the opinion of the Challenge 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 Challenge, you may be asked to leave the Challenge without the right for any refund for unused services.

## **22. Your Financial Protection**

- 22.1. Action is neither a tour operator nor an air travel organiser and the Challenge is arranged by the Organiser. Action does not hold an Air Travel Operator's Licence (**ATOL**) nor is it a member of the Association of British Travel Agents (**ABTA**). All protection is offered by the Organiser and the Organiser has appointed Action as its agent under Regulation 22 of the appropriate ATOL Regulations.
- 22.2. However, if the Challenge involves an air trip and if the Challenge is an ATOL protected air package Action shall ensure that you will receive a booking confirmation from the Organiser confirming your arrangements and your protection under the Organiser's Air Travel Organiser's License and/or ABTA membership. The ATOL number and the ABTA membership number for the Organiser (if applicable) are set out in Schedule 1.
- 22.3. Where the Organiser sends you its own terms and conditions as part of any booking confirmation, those booking terms and conditions shall apply to the elements of the Challenge provided by the Organiser. If there is any conflict between the terms and conditions offered by the Organiser and this Agreement, the terms of the Organiser shall take precedence in respect of your dealings with the Organiser.

## **23. Liability**

- 23.1. Action shall ensure that the Challenge is arranged in accordance with the terms of this Agreement with reasonable skill and care. This means that, subject to these terms and conditions Action will be responsible if you suffer death or personal injury as a result of Action's negligence or your contracted Challenge arrangements are not provided in accordance with this Agreement as a result of the failure of Action.
- 23.2. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against Action or the Organiser. Action shall not be responsible for:
  - 23.2.1. the act(s) and/or omission(s) of you or your party; or
  - 23.2.2. 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
  - 23.2.3. an event of Force Majeure.

- 23.3. The commitments Action makes to you about the services it has agreed to provide or arrange as part of its contract with you – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complication complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable participant to refuse to take the Challenge in question.
- 23.4. Action and the Organiser together limit the maximum amount they may have to pay you for any claims you may make against them. Where Action is found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount Action will have to pay you is £1,000 per participant affected unless a lower limitation applies to your claim under this clause or clause 23.6 below.
- 23.5. For all other claims which do not involve death or personal injury, if Action is found liable to you on any basis the maximum amount it will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of you and any other person included in your Registration Form affected in total unless a lower limitation applies to your claim under this clause or clause 23.6 below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from the Challenge.
- 23.6. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation Action will have to pay you will be limited. Specifically:
  - 23.6.1. the most Action will have to pay you for that claim or that part of a claim if Action is found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and/or for airlines with an operation license granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air the Athens convention for international travel by sea).
  - 23.6.2. where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, Action is similarly not obliged to make a payment to you for the claim or part of the claim.
  - 23.6.3. when making any payment, Action is entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the

complaint or claim in question. Copies of the applicable international conventions and regulations are available from the Organiser on request.

23.7. Action excludes all liability for any damage, loss, expense or other sum(s) of any description:

- 23.7.1. which on the basis of the information given to Action by you concerning your booking prior to Action accepting it, Action could not have foreseen you would suffer or incur if Action breached our contract with you;
- 23.7.2. which did not result from any breach of contract or other fault by Action or its employees or, where Action is responsible for them, its suppliers;
- 23.7.3. arising from or relating to any business losses.

23.8. You shall:

- 23.8.1. provide Action and its insurers with all assistance it may reasonably require;
- 23.8.2. if asked to do so, transfer to Action or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so);
- 23.8.3. cooperate fully with Action and our insurers if Action or our insurers want to enforce any rights which are transferred.

#### **24. Conditions of suppliers**

24.1. Many of the services, which make up the Challenge are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions see "Liability" above). Copies of the relevant parts of these terms and conditions are available on request from Action, the Organiser or the supplier concerned.

#### **25. Special Requests**

- 25.1. If you have any special request, you must advise Action in writing at the time of booking.
- 25.2. Although Action will endeavour to pass any reasonable requests on to the relevant supplier, Action regrets it cannot guarantee any request will be met unless Action has specifically confirmed this.

- 25.3. For your own protection, you should obtain confirmation in writing from Action that your request will be complied with (where it is possible for Action to give this) if your request is important to you. Confirmation that a special request has been noted or passed onto the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.
- 25.4. Action regrets it cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

## **26. Prices and Brochure Accuracy**

- 26.1. Please note, the information and prices shown in Action or the Organiser's brochure and other promotional material may have changed by the time you come to book the Challenge. Whilst every effort is made to ensure accuracy, regrettably errors do occasionally occur.
- 26.2. You must therefore ensure your information is up-to-date and accurate by checking all details of the Challenge (including the price) with Action at the time of booking. Action's brochure is Action's sole responsibility. It is not issued on behalf of and does not commit any independent organisation / carriers whose services are featured in it.

## **27. Severability**

- 27.1. If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement so as to achieve so far as possible the same economic effect without rendering the Agreement so amended or modified illegal, invalid or unenforceable.

## **28. Whole Agreement**

- 28.1. Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other.

## **29. Waiver**

- 29.1. If Action fails to exercise or delays in exercising its rights or any one of them, whether accidentally or intentionally this does not constitute waiver of Action's rights and it will not prevent Action from exercising any right or remedy whether contained in this Agreement or notwithstanding the provisions of Clause 28 above, any other document which confers rights upon Action.

**30. Relationship**

- 30.1. The parties are neither partners nor joint venturers nor are they entitled to act or represent themselves as agent for the other or to pledge the other's credit.

**31. Notices**

- 31.1. Any notice which you wish to serve on Action, should be sent to Walk the Walk in Action Limited  
6 Genesis Business Park, Albert Drive, Woking, Surrey, GU21 5RW.

**SCHEDULE 1****The Challenge Information**

1.	The Name of the Challenge is:	London 2 Brighton Challenge 2019
2.	The name of the Company is:	Action Challenge
3.	The Fundraising Target is:  <b>Charity Sponsorship</b>	100km - £595 56/44km - £395
	<b>Mixed Funding</b>	100km - £299 56/44km - £199
4.	The Basic Cost for a <b>Twin</b> Room is:	N/A
5.	The Basic Cost for a <b>Single</b> Room is:	N/A
6.	The Walker Pack Fee is:	£40 payable on registration
7.	The Race Entry Fee is:  <b>Charity Sponsorship</b>	This payment is made direct to Action Challenge  100km - £15 56/44km - £10
	<b>Mixed Funding</b>	100km - £99 56/44km - £64.50
8.	The amounts of the Supplements are:	£15 (extra T-shirt)
9.	The amount of the Tour Deposit is:	N/A
10.	Final Fundraising Target Date  • First Date (50%)	Monday 8th April 2019 <b>100km</b> Charity Sponsorship - £297.50 Mixed Funding - £149.50 <b>56km</b> Charity Sponsorship - £197.50 Mixed Funding - £99.50
	• Second Date (50%)	Monday 24 <sup>th</sup> June 2019 <b>100km</b>

	<ul style="list-style-type: none"> <li>• Final Fundraising</li> </ul>	Charity Sponsorship - £297.50 Mixed Funding - £149.50 <b>56km</b> Charity Sponsorship - £197.50 Mixed Funding - £99.50 Monday 12 <sup>th</sup> August 2019
11.	The special conditions relating to the Challenge and the Adventure are:	You are required to organise and pay for your own travel and accommodation in London
12.	Form of Medical Declaration	There is no contra-indication to [insert name of participant in the Adventure] taking part in London 2 Brighton Challenge 2019.
13.	The Company's Air Travel Organiser's Licence Number:	ATOL: N/A
14.	The Company's ABTA Membership Number:	ABTA: N/A
15.	If you raise the following amounts in sponsorship for WTW a refund of the amount next to the sponsorship figure will be made if the requirements of this Agreement are met:	To receive a refund of your Walker Pack Fee you must raise a minimum Charity Sponsorship - £950 Mixed Funding - £650
16.	Date by which sponsorship money must be supplied to WTW:	Monday 12 August 2019

All amounts are inclusive of VAT and booking charges (unless otherwise stated).

## SCHEDULE 2

### The Itinerary

- The dates of the London 2 Brighton Challenge 2019 are from and including Saturday 25<sup>th</sup> May to Sunday 26<sup>th</sup> May 2019 – depending on the choice of distance.
- The travel arrangements to the start line and from the finish line are your own responsibility.