

Booking conditions

1. INTERPRETATION

- 1.1 "Agreed Point of Departure" means the airport, unless otherwise stated, which the Expedition shall depart from, as notified by World Challenge to the Customer.
- 1.2 "Challenger" means the person who is participating in the World Challenge Programme and/or Expedition pursuant to this Contract.
- 1.3 "Conditions" means the information and terms and conditions contained in this document.
- 1.4 "Contract" has the meaning given at clause 2.1.
- 1.5 "Customer" means the parent or legal guardian of the Challenger who signs the booking form, or where no parent or legal guardian signs (if the Challenger is eighteen years of age or older), "Customer" shall mean the Challenger.
- 1.6 "Departure Date" means the date on which the Group departs from the Agreed Point of Departure at the start of the Expedition.
- 1.7 "Direct Debit" means a method of payment whereby an agreement is made between the Customer and their bank. For non GBP Sterling accounts, this method of payment shall be by Standing Order instead.
- 1.8 "Expedition" means the expedition referred to in clause 1.19 and includes any substitute expedition or placement offered under clause 6.6.
- 1.9 "Expedition Leader" means the person or persons appointed by World Challenge to lead the Expedition.
- 1.10 "Force Majeure" means unusual and unforeseeable circumstances beyond the control of World Challenge, the consequences of which could not have been avoided even if all due care had been exercised, including, but not limited to, events such as war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion at airports, terrorist activity, natural or nuclear disaster, outbreak of disease or imposition of quarantine, fire and adverse weather conditions.
- 1.11 "Group" means the Challengers and accompanying adults participating in the Programme and Expedition.
- 1.12 "Group Company" means World Challenge, any company of which it is a subsidiary (its holding company) and any other subsidiary of such holding company; and each company in a group is a member of the group.
- 1.13 "Individual Customer" means a Customer where the applicable Challenger takes part in an Expedition and is not a Challenger from a School.
- 1.14 "Long Haul Customer" means Customers who have booked an Expedition of usually four (4) weeks or more in duration and the Expedition is described as "Long Haul" in the documentation provided to the Customer by World Challenge.
- 1.15 "Major Change" includes, but is not limited to, a significant change in the itinerary,

destination or the length of the Expedition.

- 1.16 "Minor Change" means any change that is not a Major Change. This may include, but is not limited to changes to the itinerary that do not affect the overall integrity of the expedition.
- 1.17 "Parent" means the Challenger's parent or legal guardian.
- 1.18 "Price" means the amount payable by the Customer to World Challenge for the Programme and/or Expedition, as previously notified by World Challenge to the Customer in writing.
- 1.19 "Programme" means the skills development programme provided by World Challenge including the planning, preparation, training for and ultimately, participation in the Expedition.
- 1.20 "School" means (where applicable) the school, college or organisation which has commissioned World Challenge to plan and undertake the Programme and Expedition.
- 1.21 "Short Haul Customer" means Customers who have booked an Expedition of usually one to two (1-2) weeks in duration and the Expedition is described as "Short Haul" in the documentation provided to the Customer by World Challenge.
- 1.22 "World Challenge" means World Challenge Expeditions Limited, registered number 2173751, a wholly owned subsidiary of TUI Travel PLC. Registered office address at: TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL.

2. ACCEPTANCE

- 2.1 The confirmation by World Challenge of the Customer's booking form gives rise to a contract between the Customer and World Challenge (the "Contract").
- 2.2 The Customer confirms that the application form has been completed fully and accurately and will inform World Challenge in writing as soon as possible, and at the latest sixty (60) days before the Departure Date, if any of the details provided on the application form have changed.
- 2.3 World Challenge intends the terms set out in these Conditions to be included in the Contract. World Challenge urges the Customer to read these Conditions carefully and inform World Challenge at the earliest opportunity in writing if the Customer does not understand or agree with anything in these Conditions.

3. EXPEDITION

- 3.1 World Challenge will organise the travel arrangements in relation to the Expedition and will provide one or more experienced Expedition Leader (as appropriate) to assist the Group during the Expedition.



4. PRICE

- 4.1 The Price quoted by World Challenge covers the cost of planning, organising and carrying out the Programme and Expedition, all associated training courses and the "Money Management" programme.
- 4.2 The Price includes the cost of all specialist equipment, supplies, administration and travel (between the Agreed Point of Departure and the destination country, and within and between countries when overseas if part of the Expedition) except the following, for which the Customer is responsible:
- 4.2.1 inoculation fees, costs of travel to the Agreed Point of Departure, cost of visas and related charges where applicable, rest and relaxation activities unless otherwise stated; and
- 4.2.2 the Challenger's own prescribed medical requirements and personal equipment, clothing, insurance for personal belongings and personal spending money.
- 4.3 Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will be entitled to cancel your holiday with a full refund of all monies paid with the exception of any monies paid to us in respect of insurance premiums and amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, 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. The UK government has announced their intention to replace Air Passenger Duty, which is payable by all passengers on flights departing from UK airports, with a new Emissions Tax, known as Aviation Duty. At this time we are not aware of the final details of the new Duty, and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. In the event that our costs increase as a result of the change, we reserve the right to adjust the prices shown to reflect those changes in costs.
- 4.4 World Challenge is fully licensed and bonded as a tour operator. When you buy an ATOL protected air package or flight departing from a UK airport from us you will receive an invoice from us 90 days prior to travel confirming the arrangements and the protection under our Air Travel Organiser's

Licence number 2844. In the unlikely event of our insolvency, the Civil Aviation Authority (CAA) will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. The Price includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices and will be shown separately on your invoice. If you book arrangements other than a package holiday the financial protection referred to in this section does not apply. When you book a Programme and/or Expedition in the Republic of Ireland we hold Tour Operator's Licence Number 232 issued by the Commission for Aviation Regulation and as a requirement have arranged an approved secured bond. This means that you can be entirely confident that in the unlikely event of our insolvency before or during the Programme and/or Expedition, any money you have paid to us is fully secured, and if you are overseas, that full arrangements will be made to repatriate you at the end of the Expedition.

- 4.5 For Expeditions and/or Programmes booked in the UK, prices will be charged in GBP sterling, and for Expeditions and/or Programmes booked in the Republic of Ireland prices will be charged in Euros.

5. PAYMENT

- 5.1 The Customer agrees to pay World Challenge the Price. Where the Customer elects to pay the relevant proportion of the Price to World Challenge by Direct Debit the following clauses 5.1.1 to 5.1.3 shall apply:
- 5.1.1 each Direct Debit payment is due in accordance with the bankers mandate which sets out the amount of each payment and the date on which each falls due;
- 5.1.2 the balance remaining after all Direct Debit payments have been made is due not later than sixty (60) days before the Departure Date and the Customer shall pay this balance by Direct Debit unless they opt to pay this amount by the method outlined in 5.2.3; and
- 5.1.3 where a Direct Debit payment is not received by the due date World Challenge may cancel the Direct Debit arrangements and the Customer must then pay in accordance with the conditions in clauses 5.2.1 to 5.2.3, and any outstanding payments will be due immediately.
- 5.2 Where the Customer elects to pay the Price to World Challenge by instalments either online or by telephone using credit or debit card:
- 5.2.1 the first instalment of £100 is payable at the time of application for a place on the Programme (this is non-refundable);
- 5.2.2 the remaining instalments are due on such dates and in such amounts as are specified in writing by World Challenge;
- 5.2.3 the balance remaining after payment of all instalments is due no later than sixty (60) days before the Departure Date or upon World Challenge offering the Challenger a place on an Expedition, whichever is the later (in the case of the latter, all unpaid instalments shall also then be due).
- 5.3 An application fee as stated above in clause 5.2.1. is due from Individual customers when they return the World Challenge application form and does not form part of the Price.

- 5.4 A charge of two point two percent (2.2%) will be added to any payments made to World Challenge by credit card (a charge is not payable on debit cards).
- 5.5 Failure to pay any payment on the due date will entitle World Challenge to charge interest at an annual rate of two per cent (2%) above the Bank of England base rate calculated on a daily basis on the amount outstanding and to recover from the Customer any costs or expenses incurred by World Challenge as a result of late payment.
- 5.6 World Challenge reserves the right to withdraw a Challenger from the Programme or Expedition if any part of the Price is outstanding less than sixty (60) days before the Departure Date. In this event, the Customer may be entitled to a refund in accordance with the table set out in clause 6.1 below. If in such a situation the amount actually paid to World Challenge is less than that which World Challenge is entitled to retain, the Customer shall promptly pay such shortfall to World Challenge.

6. CANCELLATION, ALTERATION AND REFUNDS

- 6.1 World Challenge starts to incur costs from the moment the booking is made. If the Challenger withdraws from the Programme or Expedition or if the Contract is cancelled by the Customer for any reason (including, but not limited to, where the Expedition team is a School party and the Challenger is withdrawn from the Programme by his or her School) other than the actual fault of World Challenge, then the Customer shall compensate World Challenge for any expenses or losses incurred by World Challenge as a result of the withdrawal or cancellation. World Challenge shall take all reasonable steps to keep the compensation due from the Customer for such costs and losses to a minimum and providing the School does not refund any Challenger without written agreement from World Challenge, World Challenge will retain any payments already made by the Challenger to cover reasonable costs incurred by World Challenge. The Customer's notice of cancellation or withdrawal must be made in writing to World Challenge and signed by the same persons that signed the booking form. The closer the Customer's withdrawal or cancellation is to the Departure Date, the higher the costs and expenses World Challenge will have incurred and the lower the likelihood of finding a suitable person to replace the Challenger. The amounts the Customer will be entitled to receive by way of refund will be calculated using the table set out overleaf and World Challenge will notify the Customer of the amount following receipt of cancellation or withdrawal notice. In certain circumstances the airline or other carrier will also apply cancellation charges which must be paid by the Customer. Details of these will be provided to the Customer where applicable. Additionally, the Customer will remain responsible for the full amount of any insurance premium incurred and this will not be refunded in the event of cancellation. For those Challengers who attend a training expedition or training and selection course, a charge of fifteen percent (15%) or three hundred pounds (£300) (whichever is greater) will be payable if payments made up to the point of withdrawal do not cover this cost.

Time before Departure Date that written notice of withdrawal is received by World Challenge	Percentage of total Programme Price payable by the Customer	
	Long Haul	Short Haul
less than 15 days	100%	100%
less than 1 month	95%	95%
less than 2 months	90%	80%
less than 3 months	80%	70%
less than 4 months	65%	60%
less than 5 months	60%	50%
less than 6 months	55%	45%
less than 7 months	50%	40%
less than 8 months	45%	35%
less than 9 months	40%	30%
less than 10 months	35%	25%
less than 11 months	30%	20%
less than 12 months	25%	15%
less than 14 months	20%	5%
more than 14 months	nil	0%
less than 16 months	15%	0%
less than 18 months	10%	0%
less than 20 months	5%	0%
more than 20 months	0%	0%

- 6.2 If a Challenger withdraws from the Programme or Expedition as a direct result of one of the following events:
- 6.2.1 the Challenger's accidental bodily injury, illness, compulsory quarantine, summoning to jury service or witness attendance in any court;
- 6.2.2 the death or serious illness of a close relative (parent or sibling) of the Challenger which necessitates the presence of the Challenger in their country of residence; or
- 6.2.3 the death of the Challenger then, provided the Customer provides clear written evidence of such event to World Challenge's satisfaction, then World Challenge shall refund to the Customer any sums paid to World Challenge towards the Price of the Programme or Expedition less an administration charge as follows:

Notification time before departure	Administration charge payable by the Customer	
	Long Haul	Short Haul
Within 3 months	nil	£300/€450
More than 3 months	nil	£100/€150
Within 6 months	£300/€450	nil
6-12 months	£200/€300	nil
More than 12 months	£100/€150	nil

- 6.3 In the case of injury or illness of the Challenger, a doctor's certificate will be required and World Challenge reserves the right to assess the condition sixty (60) days prior to the Departure Date before making a final decision. The provision of such medical certificates will be at the Customer's expense.
- 6.4 Pre-existing medical conditions: Please note that as a general principle pre-existing medical conditions will only be covered by the above if the condition has suddenly and unexpectedly deteriorated to a degree that renders the Challenger unfit to travel and

where such deterioration could not have been reasonably foreseen at the time of application.

- 6.5 From time to time it may be necessary for World Challenge to make changes to, or to cancel the Programme and/or Expedition after World Challenge has accepted the Customer's booking, whether for reasons of safety, due to Force Majeure or otherwise, and World Challenge reserves the right to make such changes or cancellations. Most of these changes will be Minor Changes and World Challenge will notify these to the Customer as soon as reasonably practicable before the Departure Date. Occasionally it may be necessary for World Challenge to make a Major Change (as defined in clause 1.15 above). World Challenge also reserves the right at any time prior to the Departure Date without prior consultation with the Customer to notify the Customer in writing that the Challenger's Expedition will be merged with one or more other expeditions. This may occur if the Challenger's Expedition team is not of an adequate size (due, for example, to other Challengers' cancellations) and may result in a change to the planned destination and/or the Expedition content and may result in an increase in the Price charged per Challenger. The Customer will be notified in writing of any such decision as soon as reasonably practicable. If the changes to the Expedition amount to a Major Change then the Customer must notify World Challenge as soon as possible whether they wish to accept the change or cancel the Contract and will have the rights set out in clause 6.6.
- 6.6 In the event that World Challenge cancels the Contract for any reason other than under clauses 5.6, 6.1, 7.2, 9.2, or 9.6 or where the Customer elects to cancel the Contract rather than accept a Major Change, the Customer is entitled to:
- 6.6.1 a substitute Expedition of either at least equivalent value (subject to availability); or of lower value (subject to availability) and a refund of the difference in price between the original and the substitute Expedition; or
- 6.6.2 a refund of the sums paid under the Contract which relate to those aspects of the Programme and/or Expedition which have not been received by the Challenger.
- 6.7 If the Customer elects to cancel the Contract rather than accept a Major Change, or if the Contract has been cancelled other than by reason of the Customer's fault, then in addition to any entitlement the Customer may have under clause 6.6 World Challenge will pay minimum compensation in accordance with the table below. The figures quoted are by way of guidance only, and may, in appropriate circumstances, be increased or decreased at World Challenge's discretion depending on the particular circumstances surrounding the cancellation of the Programme and/or Expedition, and in any event do not limit the Customer's rights to claim a higher amount of compensation. No compensation will be payable if the change or cancellation is due to Force Majeure or where there are insufficient numbers to operate the Programme and/or Expedition.

Time before Departure Date that notice is given by World Challenge	Compensation per Challenger
Less than 15 days	£30 or €€45
Less than 1 month	£20 or €€30
Less than 2 months	£10 or €€15
More than 2 months	£0 or €€0

7. CONDUCT OF THE EXPEDITION

- 7.1 Whilst an Expedition is in progress, all decisions shall be made by World Challenge (or the Expedition Leader on World Challenge's behalf). The Challenger shall act in accordance with all reasonable instructions from World Challenge and/or the Expedition Leader.
- 7.2 World Challenge or the Expedition Leader may withdraw the Challenger from the Programme or Expedition at any time (including during the Expedition itself) if World Challenge or the Expedition Leader is of the opinion that the Challenger's presence is likely to prejudice the good order, discipline or safety of the Expedition, including, but not limited to, as a result of the Challenger breaking any law or regulation of any country or establishment where the Expedition takes place, provided that World Challenge exercises its discretion reasonably in this regard. In such event, the Customer shall not be entitled to any refund and shall pay to World Challenge the costs, losses or expenses which World Challenge incurs or suffers as a result of the Challenger's behaviour described in this clause 7.2.
- 7.3 If, after the Departure Date, World Challenge is unable to provide a significant proportion of the services agreed to be provided under the Contract, World Challenge will do its best to make suitable alternative arrangements. If World Challenge cannot do so or the Challenger refuses to accept such arrangements for good reason, World Challenge will transport the Challenger to the Agreed Point of Departure as soon as it reasonably can.
- ## 8. LIABILITY
- 8.1 The Customer's booking is accepted by World Challenge on the understanding that the Customer (and Challenger) appreciate the possible risk inherent in adventure travel, and acknowledge that the Group undertakes the expedition at their own risk and volition.
- 8.2 World Challenge accepts responsibility for any injury, loss or illness caused to a Challenger as a result of the negligent acts and/or omissions of its employees, agents, suppliers and subcontractors and their servants and/or agents while acting within the scope of, or in the course of their employment. World Challenge also accepts responsibility for any damage caused to a Challenger, as a result of any failure to perform, or improper or negligent performance of the services World Challenge have agreed to provide under this Contract, except and to the extent (if any) the act or omission causing the damage is:
- 8.2.1 attributable to the negligent act or omission of the Challenger, or another member of the Group;

8.2.2 such failure is attributable to an act or omission of a third party unconnected with the provision of the services to be provided to the Challenger and is unforeseeable or unavoidable; or

8.2.3 such failure is due to Force Majeure.

8.3 Nothing in this clause 8 shall exclude or limit World Challenge's liability for death or personal injury caused by World Challenge's negligence.

8.4 Subject to clauses 8.1 to 8.3 above, World Challenge's total liability (which includes the liability of its employees and agents) to the Customer (and Challenger) arising out of or in connection with the Expedition or this Contract shall be limited to a reasonable amount having regard to the Price paid for the Expedition and will in no event exceed three times the total Price paid. World Challenge's assessment of the reasonable compensation to which the Customer is entitled will depend upon the circumstances of the Customer's particular case.

8.5 The Customer must report to World Challenge in writing at the earliest opportunity any problem with the services being provided by World Challenge under the Contract so that World Challenge can try to remedy such problem (World Challenge, Maple Court, 17-21 Queens Road, High Wycombe, HP13 6AQ, UK). World Challenge will not be liable for any complaint not reported by the Customer unless there is a valid reason for the failure to report.

8.6 Carriers (the providers of transport used by World Challenge) impose their own conditions of carriage which, together with the provisions of certain international conventions, shall form part of this Contract and generally limit the liability of carriers and World Challenge's liability to pay its customers compensation and/or the amount (if any) of compensation payable will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). A copy of the conventions and conditions of carriage applicable to the Challenger's Programme is available on request from World Challenge.

8.7 Whilst World Challenge makes every effort to ensure that the Expedition is safeguarded from terrorism by relying upon the best available advice at that time, due to the unpredictable nature of global terrorism, World Challenge can make no guarantees. By signing up to the Conditions, the Customer acknowledges that the Group will travel at their own risk and confirms that the Customer has made its own enquiries as it deems necessary. World Challenge expressly excludes all liability (both direct and indirect) for any losses or damages whatsoever that the Group may suffer or incur as a result of, or in connection with, an act of terrorism.

9. HEALTH

9.1 Unless informed otherwise in writing World Challenge will assume that the Challenger is in good health and that the Customer is not aware of any reason why the Challenger may be particularly unsuited to taking part in the Expedition or may be likely to suffer illness or injury during the Expedition, taking into account the challenges and purposes of the Expedition.

9.2 The Customer confirms that he or she completed the application form fully and accurately and will inform World Challenge in writing as soon as possible, and at the latest sixty (60) days before the Departure Date, if any relevant circumstances change before the Departure Date. In particular if the Challenger has any pre-existing or existing medical condition, illness or disability or is undergoing any medical treatment, World Challenge must be given full particulars at the earliest opportunity or at the latest sixty (60) days or more prior to the Departure Date. If it is later discovered that a pre-existing condition was not declared within the specified time, World Challenge reserves the right on grounds of the Challenger's safety, to withdraw the Challenger from the Programme or the Expedition. In such circumstances the Price payable by the Customer shall be calculated in accordance with the table set out in clause 6.1 by reference to the date on which the Challenger is withdrawn by World Challenge.

9.3 In order to assess the Challenger's suitability for the Expedition or in processing any insurance claim, World Challenge may require information from the Challenger's doctor. Where there is a charge for the provision of the information this will be at the Customer's expense.

9.4 Except as disclosed in writing to World Challenge, the Customer is not aware of any reason why the Challenger may have difficulty entering any of the countries covered by the Expedition.

9.5 All Challengers must take all necessary inoculations or medication within the requisite period before the departure and during the Expedition (as appropriate) and should take advice from their GP as to which inoculations or medication are necessary and/or advisable for the Expedition. World Challenge reserves the right to inspect any Challenger's vaccination book at any time and to cancel any application in the event that the Challenger in question has not received all the requisite inoculations or medication.

9.6 If the information given by the Customer on the application form or under this clause 9 is incorrect and World Challenge discovers that the correct information affects the Challenger's suitability to take part in the Expedition, World Challenge may terminate the Contract and withdraw the Challenger from the Expedition at the expense of the Customer, provided that World Challenge exercises its discretion reasonably in this regard. In this event, the Customer may be entitled to a refund as set out in the table in clause 6.1 above.

10. DOCUMENTS AND COMPLIANCE

10.1 The Customer is responsible for obtaining and making available the necessary documents (including but not limited to full, current and valid passport and visas for all periods, countries and territories within the Expedition) to enable the Challenger to participate in the Expedition, and the Challenger shall comply with all local legislation and regulations of the country or place in which the Expedition takes place. The Customer shall pay World Challenge for any loss or expense which World Challenge may incur or suffer as a result of a breach of this clause 10.1.

10.2 The Customer is responsible for obtaining the consent of the Challenger's parents or legal guardians to the Challenger's participation in

the Expedition if the Challenger is under the age of eighteen (18) at the time of making this booking. The adult members of the Group shall have access to emergency contact information and next-of-kin details and shall have obtained parental/ guardian consent for emergency medical treatment of Challengers under the age of 16 years in the event that a parent or guardian cannot be contacted in an emergency.

11. INSURANCE

11.1 World Challenge's policy is to hold insurance cover in respect of, among other things, personal accident, casualty evacuation and emergency medical requirements during the Expedition, legal cover, personal liability and cancellation and curtailment. A copy of the insurance policy can be provided upon request.

11.2 The Customer should ensure that satisfactory arrangements are in place for the insurance of other aspects that are not covered by the World Challenge insurance policy such as personal belongings and money.

11.3 It should be noted that a general principle of insurance is that pre-existing conditions are not covered. The Customer should assume that this is the case with all World Challenge policies unless specifically advised otherwise in writing by World Challenge.

12. ADDITIONAL INFORMATION ABOUT THE EXPEDITION

12.1 All meals will be provided from the Agreed Point of Departure until the return to that point at the end of the Expedition.

12.2 It is part of the Programme that both prior to and during the Expedition, the Challenger will work with World Challenge staff, the Expedition Leader and other Challengers in his/her team to plan the itinerary for the Expedition. As a result of the nature of and the length of time required in planning all World Challenge expeditions, World Challenge is not in a position at the time of Contract to confirm the operator, aircraft flight number, exact Departure Date, airports, ferry port or itinerary. These details will be planned by World Challenge as part of the Expedition and once they are agreed the Challenger (if he or she then wishes to withdraw from the Expedition) will, within fourteen (14) days of being provided with such information, have the options set out in clause 6.6.

12.3 In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used include but is not exhaustive: Air France, Air Canada, BMI, Cathay Pacific, Emirates, Lufthansa, Qatar, Thomson Airways, Virgin Atlantic. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

13. DATA PROTECTION

13.1 The Customer and Challenger consent to World Challenge processing data relating to them for legal, administrative and management purposes and in particular to the

- processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Challenger including, as appropriate:
- 13.1.1 information about the Challenger's physical health or condition in order to monitor the Challenger's fitness for the Programme and Expedition; and
 - 13.1.2 information about the Challenger's special dietary requirements (if any); and
 - 13.1.3 information about the Challenger's disabilities, behavioural and other special needs (if any).
- 13.2 The Customer accepts that failure to provide accurate information as above may jeopardise the Challenger's ability to participate in the Expedition.
- 13.3 World Challenge may make such information available to any Group Company, those who provide services to the Group Company, regulatory authorities, and governmental or quasi-governmental organisations.
- 13.4 The Customer and Challenger consent to the transfer of such information outside the European Economic Area including where the country or territory in question does not maintain adequate data protection standards.
- 13.5 Unless indicated to the contrary by the Customer or Challenger on the attached application form (or subsequently notified to World Challenge in writing), World Challenge may contact the Customer and/or Challenger, or disclose their personal data to selected third parties so that they may contact the Customer and/or Challenger, with information about goods and services which World Challenge feels may be of interest to the Customer and/or Challenger. World Challenge can supply to the Customer or Challenger a copy of the information held upon payment of a small charge.
- 14. PHOTOGRAPHS**
- 14.1 If the Customer chooses to supply World Challenge with any photographs, the Customer hereby confirms that:
- 14.1.1 it irrevocably grants permission to World Challenge, its Group Companies and licensees and assigns, to use such photographs throughout the world for any of their commercial or non-commercial purposes in any and all media, including, without limitation, in World Challenge's printed publications, presentations, promotional materials, in the advertising of World Challenge's goods or services or on World Challenge's website;
 - 14.1.2 it waives all moral rights in such photographs to which it may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
 - 14.1.3 it shall procure any necessary third party consents and/or waivers to give effect to this clause 14 and shall indemnify World Challenge and its Group Companies against any claims, losses, damages or costs arising from its failure to do so.
- 15. GENERAL MATTERS**
- 15.1 Subject to clause 15.2 either Party may transfer the benefit of the Contract to a third party provided that such third party satisfies and meets any Conditions that apply to the Expedition and agrees to be bound by these Conditions (as the same are in force at the time of transfer) and reasonable written notice

is given to the other Party of this transfer in advance of the Departure Date.

- 15.2 World Challenge reserves the right to refuse any transfer of the benefit of the Contract to a third party where it is deemed (in the sole opinion of World Challenge) prejudicial to the safe and efficient conduct of the Expedition and/or where the new proposed Challenger is not (in the sole opinion of World Challenge) a fit and proper person for participation in the Expedition. In such event, World Challenge's normal cancellation charges will be applied pursuant to clause 6 of these Conditions.
- 15.3 World Challenge may sub-contract any of its obligations under this Contract provided that the rights of the Customer are not adversely affected as a result.
- 15.4 If any of these Conditions are found by any court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.
- 15.5 These Conditions are prepared many months before the Expedition commences and although every effort is made to ensure complete accuracy, it is inevitable that some of the prices or details may have changed since they were printed. World Challenge will inform the Customer of any changes that they become aware of.
- 15.6 The Customer confirms that it has the authority to enter into the Contract and that the individual who signs the booking form is duly authorised on behalf of the Customer to do so.
- 15.7 If the Customer books the Programme and/or Expedition in any jurisdiction other than in Scotland, Northern Ireland or the Republic of Ireland (including any booking via the Internet), this Contract, and any claim or dispute arising from or related to this Contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If the Customer books the Programme and/or Expedition in Scotland, this Contract, and any claim or dispute arising from or related to this Contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If the Customer books the Programme and/or Expedition in Northern Ireland, this Contract, and any claim or dispute arising from or related to this Contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it. If the Customer books the Programme and/or Expedition in the Republic of Ireland, this Contract, and any claim or dispute arising from or related to this Contract, will be governed by the laws of the Republic of Ireland and the courts of the Republic of Ireland shall have exclusive jurisdiction over any claim arising out of it. In respect of Programmes and/or Expeditions booked in the Republic of Ireland we will accept service of proceedings at the following address: World Challenge Expeditions Limited, c/o 18-19 Duke Street, Dublin 2.
- 15.8 **Air Carrier liability for passengers and their baggage:** This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention or the Regulation. It does not form part of the contract between the carrier(s) and you and

no representation is made as to the accuracy of the contents of this Compensation in the case of death or injury; there are no financial limits to the liability for passenger injury or death. For damages up to approximately £80,000, the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent of otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days of the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than approximately £13,000.

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to approximately £3,300.

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to approximately £800.

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to approximately £800. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault. Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must complete a Property Irregularity Form at the airport and write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

In accordance with EU directive (EC) no 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at <http://air-ban.europa.eu/>.

FREQUENTLY ASKED QUESTIONS

From our experience, the questions below are ones that are in the back of most people's minds but they don't want to ask...

Do I need a passport or a visa?

You don't need to have a passport at the time of application but everyone travelling to an overseas destination will need a passport that is valid for at least six months after the scheduled return date of the expedition. Passports must also be machine readable. Some countries require a visa but full details can be found on the expedition members' site.

How do I pay?

We will ask you for a cheque for either £100 or £200 when you apply depending on which payment plan you choose. If you live in the UK and have a British bank account, you can pay by Direct Debit either by monthly payments of £100, or by four instalments as detailed in the handout. If you don't live in the UK you can pay by Standing Order. Alternatively, wherever you live you can pay online or over the phone.

Can I still go if I have an existing medical condition?

Having an existing condition very rarely excludes anyone from taking part in the programme. Obviously we need you to provide full details so that our medical consultant can screen your application, and this allows us to fully brief the Leaders on the expedition. Once a condition has been cleared by our consultant, it is covered by our insurance policy. It is essential that you tell us of any existing medical conditions, otherwise your insurance will be invalid.

What does the insurance policy cover?

Our policy will cover all direct and indirect medical costs throughout the expedition. We review our policy annually so will not be able to provide you with the specific breakdown until just before the expedition departs but the safety of our teams is our primary concern so this is one area of insurance that we invest in very heavily. Expense is never an issue where your safety is concerned. Please note that personal belongings are not included but this is often covered by home insurance policies.

Do I need to pay an excess if I need to make an insurance claim?

No. We make the claim on your behalf and cover the cost of the excess.

What are your hidden costs?

We do our best to ensure there are no hidden costs. You will find more detailed information on what is and what isn't included in the total price in the handout you received at the presentation and in section 4.2. Any concerns, please ask us.

What can I expect to pay in additional costs?

This depends on where you are going and how much you choose to spend. Some people borrow most of their kit; others spend a lot of money buying new equipment. Some people are able to get free or discounted vaccinations from their GP, whilst others aren't. Our advice is to shop around for good deals on kit and vaccinations, make the most of the discounts we offer, borrow as much kit as you can, and budget for some additional costs from the outset. All additional costs are identified in the handout received at the presentation.

If I drop out because I change my mind, how much money will I get back?

It is really important that you are absolutely certain at this stage that this is something you want to be involved in. The instalments that you pay cover our costs during the build-up and not just the expedition itself, so if you choose to withdraw you probably won't get much money refunded. A full breakdown is available in section 6.1.

If I have to withdraw because of a medical condition, will I get a refund?

If you have declared a pre-existing condition on your application form and it has been cleared by us, you may be entitled to some refund (minus a small administration fee) if the condition later deteriorates and prevents you from taking part in the expedition. If you have a new and unforeseen injury/illness, you may be entitled to a refund (minus a small administration fee). See sections 6.2 and 9.2 for more information. In both circumstances we require a letter from your doctor.

One of my relatives is very ill and I can no longer go on expedition, what refund is given in these circumstances?

We can offer a refund (minus a small administration fee) if the relative is your parent or sibling. See section 6.2 for more information.

I am changing schools and can no longer participate in the programme. As this was not my fault, do I get my money back?

In this case you are not entitled to a refund but we can offer four possible options:

- 1) You can still take part in the programme with your old school providing the School Leader is in agreement

- 2) If your new school is running a World Challenge expedition programme you can transfer all of your money over to this new expedition
- 3) You can transfer all of your money to an individuals expedition programme
- 4) You can find someone to replace you on the original team and transfer all monies paid to them less a £100 administration fee.

My mum/dad lost his/her job/my parents have got divorced and we cannot afford the payments, where do I stand if we cannot pay the rest?

Refer to the money management section of the expedition member's website for loads of useful hints and tips. There is also the possibility of getting a hardship grant from the Challenger Trust which we can advise you on. However you are not eligible for a refund as it should be you who is raising the funds for your payments and not your parents.

What happens if a Challenger misbehaves during the expedition?

World Challenge retains the right to return Challengers early from the programme on grounds of serious misbehaviour, deliberate failure to adhere to the agreed code of conduct based on Annex D of the contract or persistent ill discipline: this decision will not be taken lightly and will be made at Director level in consultation with the Leadership team on the ground. Repatriation costs are the responsibility of the parent/guardian. Please refer to clause 7.2 for more details.

Can I have access to the risk assessment made by World Challenge?

Of course, please speak to your World Challenge manager to view the specific risk assessment for your destination. Risk assessments are also available online on the expedition members' website at <https://expedition.world-challenge.co.uk>

How is this expedition different from a package holiday?

This World Challenge programme is an adventurous expedition with managed risks and is not a package holiday where all activities are pre-booked. We work hard to keep the balance right between maximum challenge and minimal risk to ensure skills development. During the expedition the conditions on the ground are likely to change but our Expedition Leaders have the flexibility to adapt the itinerary to ensure the safety of all participants. Safety is always the top priority.