

terms and conditions



1. your contract: Your contract is made with Challenges (Un)Limited ("CUL") whose registered office is at: Northway House, 1379 High Road, London, N20 9LP, England (Company No. 03786692). These booking conditions have been formulated as a result of our responsibilities under law. They do not affect your statutory rights. Charity Challenge is the concept of, and is administered by CUL. We accept bookings subject to you agreeing the conditions set out below. When you book the challenge you undertake that you have the authority to accept and do accept these booking conditions. If you are signing the booking form as a parent or guardian, on behalf of an under 18 joining a challenge, you agree to accept these conditions on behalf of the under 18. A contract will exist once we have issued you with a receipt for your deposit. These booking conditions form the entire agreement between ourselves and yourself. No employee of CUL other than a director has the authority to vary or omit any of these terms or promise any discount or refund. Challenges and prices on our website supersede details published in any previous Charity Challenge brochure.

2. participation: You need to be a minimum of 18 years old, in suitable physical condition (your height and weight should be in proportion as there is an increased risk of injury if this is not so) to undertake the challenge as set out in the itinerary and be fully aware of the possible risks inherent in the challenge activity. 16-17yr olds may also participate in a challenge with the agreement of their parent or guardian (a parental consent form will need to be completed and signed). The principal medical restrictions for all sky dives are diabetes, epilepsy, fits, recurrent blackouts, heart or lung disease, mental illness and some cases of asthma. If you are in any doubt please download the [Student Tandem Parachutist Declaration of Fitness](#) form which includes notes for Doctors and notes for skydivers. For tandem parachuting, the weight limit is generally 15st 8Lb (but varies at different centres). If you have any medical conditions, or are aged 40 or above you must consult your GP to sign and stamp the BPA medical form which will be available in your members' area. Under 18s will need the medical form signed by their parent or guardian. Places are subject to availability and will be allocated on a first come, first served basis for those who properly complete the booking formalities. Bookings are non-transferable. We reserve the right on reasonable grounds to decline your request to participate in the challenge. The final decision on your suitability to tandem skydive rests entirely with the drop zone and their instructors. In any circumstances where we decide that you may not participate in the challenge your deposit and insurance premium (if purchased) will be refunded to you in full. We have arranged with the Charity that in these exceptional circumstances they will refund to your sponsors any money you may have raised in sponsorship (in relation to which the sponsors have indicated on the sponsorship form that the Charity may not keep the money in such circumstances). Details of any sponsors requiring such repayment must be given to the Charity with the sponsorship money. You must comply with all reasonable instructions of the sky diving instructors or drop zone staff relating to the safety and organisation of the challenge. If in our opinion, any member of staff or other person in authority feels that you are behaving in such a manner as to cause danger, distress or annoyance to others or cause damage to property, your challenge arrangements may be terminated by us or the supplier concerned. In such an event, we shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses we incur as a result of your behaviour. You agree that any photography taken prior to, during, or after the challenge, which may include you in it, may be used in publicity material connected with Charity Challenge, and that we will retain all rights, title and interest in such photography made by us including but not limited to any royalties, proceeds, or other benefits derived from such material.

3. challenge costs: Your deposit is a contribution towards the cost of the challenge. To book the challenge, (for either the SF or MS option) you must pay the deposit (as detailed on our website) when returning the completed booking form to the CUL office or via our online booking process. You also have the option of paying the insurance premium at the same time (see clause 10). The deposit is non-refundable unless we cancel the challenge for any reason other than war, threat of war, civil strife, natural, man made or nuclear disaster, industrial dispute, bureaucratic obstacles, terrorist activity, adverse weather conditions, fire or similar events. On receiving your deposit we will issue you with a receipt. Payments made by credit card will incur a 2% fee. Confirmation of your successful booking will be sent to you within 14 days of our receiving your application. If the challenge is full, you will be provided with the dates of other available dates, given the chance to book on another challenge, or refunded your deposit and insurance premium, (where insurance has been purchased).

Under the self funder option ("SF option"), you must pay the deposit (please check the website for the very latest prices) and insurance premium (if applicable) upon booking, and we must receive from the Charity written confirmation that you have provided to them 80% of the minimum sponsorship and pledges for the remaining 20% at least four

weeks prior to the departure date of your challenge. You must then pay the balance of your challenge costs at least four weeks before departure. If you book within four weeks of departure, the full cost should be paid at the time of booking.

Under the minimum sponsorship option ("MS option"), you must pay the deposit (please check the website for the very latest prices) and insurance premium (if applicable) upon booking, and we must receive from the Charity written confirmation that you have provided to them 80% of the minimum sponsorship and pledges for the remaining 20% at least four weeks prior to the departure date of your challenge. The Charity will then pay the balance of your challenge costs. There is no additional payment required from you to us other than for amending your booking if applicable (as defined in clause 5).

You cannot change your payment option once your booking has been processed, so please consider carefully which option you select before completing the booking form. You are not entitled to participate in the challenge unless we have received from you or the Charity, cleared funds in respect of the deposit, the balance of your challenge costs, and either your insurance premium or confirmation of your own insurance policy details. We reserve the right to treat any arrangements as being cancelled by you if such payment is not received on time.

4. sponsorship: Under the SF option, there is a minimum of £100 sponsorship to be raised for the Charity. Under the MS option, the minimum amount will be detailed on the website. You agree that unless you raise the minimum sponsorship as indicated in your chosen challenge itinerary, you will not be entitled to participate in the challenge unless you pay the balance of your challenge costs, and the Charity confirms in writing to us that they approve you as a participant. At least 80% of the minimum sponsorship must be received by the Charity no less than four weeks prior to the challenge departure date. Failure to do so will mean non-participation in the challenge and forfeiture of the deposit. You should aim to raise the remaining 20% and send it to the charity before your challenge departure date, and at the very latest within four weeks of completing the challenge (unless otherwise stated by your charity). If you have successfully raised the minimum sponsorship (MS option), the Charity will pay the balance of costs for your challenge arrangements, and any surplus of the sponsorship will be retained by the Charity. You agree that you will not use the challenge to raise funds for any cause other than the Charity named in your booking form. If you cancel, or you are required to withdraw from the challenge, you will be required to send all sponsorship money collected, directly to the Charity. This money will be retained by the Charity unless the sponsor has requested that it be returned to them, in the appropriate section of the sponsorship form. When fundraising you must make it absolutely clear how much you are raising and how much of the sponsorship (under the MS option) will contribute towards your costs. You must not start to collect sponsorship until you have received written confirmation of your booking from us. All sponsorship money should be sent directly to the Charity and not to us. The sponsorship shall be treated as a donation to the Charity.

5. if you amend or cancel your participation: In the event that you wish to change a booking previously confirmed by us in writing, we will make every effort to assist you. All changes will be subject to availability. You will also be responsible for any unrecoverable charges or expenses in making such amendments (i.e. lost deposits paid to the Drop Zones). If you choose to postpone your participation on a challenge and wish to join another challenge, you must confirm the alternative challenge within one month of postponing from the first. If the challenge you wish to move to has a higher deposit, insurance premium, minimum sponsorship level, or full cost, you will be responsible to pay the difference. If bad weather (or circumstances beyond the drop zone's control) prevents you from jumping on your selected date, a new date can be arranged at no cost. In order to rebook, you will need to speak directly with the drop zone concerned. You must however jump within 12 months of the first planned skydive.

- If you wish to change dates but still jump at the same drop zone and inform us at least seven *working days* prior to the jump, there will be no charges to reschedule your challenge. If you inform us less than seven working days prior to the jump there will be an amendment fee of £50.
- If you wish to change dates and change drop zones and inform us at least seven working days prior to the jump, there will be no charges. If you inform us less than seven working days prior to the jump, you will lose the full cost of the challenge.
- If you wish to cancel the jump and not re-book, and you inform us at least seven working days prior to the challenge you will only lose the joining fee. If you inform us less than seven working days prior to the challenge, you will lose the full cost of the challenge.
- If you wish to cancel the jump and can send someone in your place, at the same drop zone and on the same date, you will only be charged an admin fee of £60.

All amendments and cancellations should be confirmed to us in writing. If you cancel by post Recorded Delivery is essential. Please note, cancellations are only effective from the day that they are received by us. If you purchase the travel insurance policy we offer, it may refund much of your costs if cancellation is due to certain specified factors.

6. if we amend the itinerary: The itineraries and other details are published in good faith as statements of intention only and reasonable changes to the itinerary, vehicle and equipment use, may be made where deemed necessary or advisable. Sometimes this is due to improvements made as a result of client feedback. Other times, it has been made necessary through transport changes. We cannot accept responsibility for drop zones changing or postponing operating days, however we will transfer your booking to another centre or arrange an alternative date at no charge if required. We are not liable for any penalty charges associated with connecting rail or air fares, in the event of a change to a challenge departure date or time. We therefore strongly advise you not to incur any non-refundable incidental expenses before we send you final joining instructions approx one month prior to departure. Force Majeure: We are not responsible for changes which arise as a result of situations outside of our control such as technical or maintenance problems with means of transportation, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather, bureaucratic obstacles or terrorist activity.

7. if we cancel the challenge: We reserve the right in any circumstance to cancel the challenges. However in no case will we cancel your challenge less than four weeks before the scheduled challenge unless it is for reasons outside of our control. If we have to cancel your challenge before the due date (other than where Force Majeure applies) we will offer you either (i) an alternative challenge of comparable type, though if the alternative offered is at additional cost, the difference will be payable by you (SF option) or the Charity (MS option), or (ii) a full refund of your deposit, in either case being the only recompense which will be due to you. Refunds of sponsorship money will be dealt with in accordance with clause 4. We will not be liable to you for any incidental expenses that you may have incurred as a result of your booking, such as non-refundable connecting flights or trains.

8. our liability: We will only place your skydive challenge at an affiliated British Parachute Association (BPA) drop zone. The BPA is the National Governing Body of the sport. Clients together with their personal property are at all times solely at their own risk. We accept responsibility for what our employees, agents, sub-contractors and suppliers do or do not do providing that they were at all times acting within the scope of or in the course of their employment with us and for any deficiencies in the services we are contractually obliged to provide or the failure of such services to reach a reasonable standard. In any such case our liability shall be limited to a maximum of twice your contribution towards the original challenge cost. Please note that we will not be liable for any injury, illness or death or consequent losses by you or any member of your group unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of our employees, agents, sub contractors and suppliers in the performance of our obligations under this contract. We do not accept responsibility in respect of death, bodily injury or illness of any person participating in one of our challenges as a result of (but not limited to) physical exertion for which a participant is not prepared; forces of nature; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; lack of or limited access to medical attention; or where the cause was your fault, or the actions of someone unconnected with the challenge arrangements. In all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:-

1. the fault of the person(s) affected or any member(s) of their party, or
2. the fault of a third party not connected with the provision of your challenge which we could not have predicted or avoided, or
3. an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care, or
4. the fault of anyone who was not carrying out work for us (generally or in particular) at the time.
5. If you book any additional activities locally, which are not a part of the original challenge itinerary, your contract is with the company operating the activity and we have no liability or responsibility for the operation of the activity. You must if we are adjudged to have, or if we accept, liability for a claim that you make, assign to us any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your challenge or any death or personal injury you may suffer. You must also co-operate with us with any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible.

9. documentation: Please contact us immediately if any of the information you receive from us appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret that we cannot accept responsibility if you do not tell us about any mistake in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs in doing so. The only exception to this requirement to meet any costs is where the mistake was made by us. If you arrive without the necessary paperwork (see clause 2) you may forfeit your skydive. It is your responsibility to ensure that you obtain proper and detailed medical advice. The information in this agreement and in the documents supplied to you

accompanying this agreement is correct at the date of print, and is given in good faith but without responsibility on the part of CUL.

10. insurance: Included in the challenge is a British Parachute Association Liability Insurance Policy with £2 million of third party liability cover as well as cover for death and critical injury. Please note that this does not give any cover for personal accident, cancellation or curtailment. All jumpers are therefore advised to take out a policy that provides this cover. We can offer a policy which covers among other things; personal accident, cancellation and curtailment of the challenge. Further details of the terms and conditions of the policy are available on our website. The policy covers residents (who have been resident for more than twelve months) of the Isle of Man, Channel Islands, UK and ROI. All prices include UK Government Insurance Premium Tax @17.5%. If you are forced to cancel your participation on the challenge, and you are covered under the terms of the insurance policy, you hereby agree to make a claim for any costs that have been paid by the charity towards your challenge.

For Charity Challenge 2009 and 2010 departures and Non UK Resident products, Challenges (Un) Limited t/a CHARITY CHALLENGE (Firm Ref 491848) are an Appointed Representative of Global Travel Insurance Services Ltd (Firm Ref 305686) who are authorised and regulated by the Financial Services Authority and whose status can be checked on the FSA Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

11. risks: Sky diving is an adventure sport and participation in such sports necessarily involves a risk of injury or death regardless of the standard of training, supervision and equipment employed. You must be adequately fit to undertake the program set out in your challenge itinerary. You therefore take part entirely at your own risk and agree to indemnify us, the Charity, our employees, agents, sub-contractors and suppliers against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this challenge arising from your own actions. All participants must wear safety clothing or equipment such as may be required by the drop zone as required by the British Parachute Association. You must not consume alcohol on the day of your challenge or to excess the night before.

12. complaints: We will do our very best to ensure that your challenge arrangements go according to plan. However, if you have a complaint arising out of what we have agreed to provide for you please let us know at the earliest opportunity. If a problem arises during the challenge, it is important that you advise the local drop zone staff at the earliest opportunity who will endeavour to put things right. If your complaint cannot be resolved you should advise us within 7 days, in writing, with all other relevant information. Your letter will be given prompt attention. If you fail to follow this simple procedure we cannot accept responsibility, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem. Failure to complain on the spot will result in the client's ability to claim compensation from us being extinguished or at least reduced.

13. data protection: In order to process the booking and to ensure that your challenge arrangements run smoothly and meet your requirements we need to collect certain personal details. These will include, where applicable, your name and address, credit/debit card or other payment details and special requirements such as those relating to any medical condition which may affect the chosen challenge arrangements. We must pass on your personal details to the companies and organisations who need to know them so that the challenge can be provided. We will also share certain information with the charity that you are supporting in order to operate the challenge. If you do not wish for the charity to retain this information on their database once the challenge is complete, you must email (info@charitychallenge.com) or write to Charity Challenge, Northway House, 1379 High Road, London, N20 9LP, with the words "Charity not to retain my details once the challenge is complete". The information may also be provided to public authorities if required by them, or as required by law. You agree that the information you provide to us and/or the Charity is accurate and that we may pass all necessary and relevant information which we hold to our agents for the purpose of marketing and administering this challenge. We shall not subject any personal data about you to any processing except as may be required for the purposes of the challenge. In particular, we shall not make use of such personal data for promoting or marketing our own services (other than those applicable to the challenge) or other events and shall not transfer such personal data to any third party except as maybe necessary for the purposes of the challenge. For the purposes of the Data Protection Act 1998 we are a data controller. We have appropriate security measures in place to protect the personal details you give us.

14. jurisdiction: This contract and all matters arising out of it are governed by English law. English law will apply to the contract unless you live in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply.

In the event that any clause or provision of these booking conditions shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this contract, which shall continue and be enforceable.