

# World Challenge Participant Terms and Conditions

Please read these Terms and Conditions carefully, they form an important part of the contract for the World Challenge Programme.

All Programmes advertised in our brochures and on our website are operated by World Challenge Expeditions Limited, registered number 02173751 (herein after called 'World Challenge', 'we' 'us' or 'our'), a member of the Travelopia Group of companies, of Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD, and are sold subject to the following terms and conditions ("Conditions"):

## 1. INTERPRETATIONS

- 1.1. **'Challenger'** means the person who is participating in the World Challenge Programme.
- 1.2. **'Conditions'** means the information and terms and conditions contained in this document.
- 1.3. **'Contract'** means confirmation by World Challenge of the Customer's application and the Customer's acceptance of the Conditions.
- 1.4. **'Customer'** means the parent or legal guardian of the Challenger who consents to the Challengers application.
- 1.5. **'Expedition'** means the overseas section of the Programme.
- 1.6. **'Expedition Leader'** means the person or persons appointed by World Challenge to lead the Expedition.
- 1.7. **'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.
- 1.8. **'Major Change'** includes, but is not limited to, a significant change in the itinerary, destination or the length of the Expedition.
- 1.9. **'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.
- 1.10. **'Price'** means the amount payable by the Customer to World Challenge for the Programme.
- 1.11. **'Programme'** means the skills development programme provided by World Challenge including the planning, preparation, training for and participation in the Expedition.
- 1.12. **'School'** means the school, college or organisation which has commissioned World Challenge to plan and undertake the Programme.
- 1.13. **'School Leader'** the adult appointed by the School to facilitate the Programme within the School.
- 1.14. **'Team'** means the Challengers and accompanying adults participating in the Programme.

## 2. APPLICATION AND ACCEPTANCE

- 2.1. The School Leader who has asked World Challenge to plan and provide the Programme will submit a signed booking form to World Challenge in respect of the Programme.
- 2.2. Once the School Leader has submitted such booking form, Challengers who wish to participate in the Programme must apply by completing a World Challenge application. The parent or legal guardian of all Challengers (The Customer) must accept these Conditions on application. The Challenger should also be aware of these Conditions and comply with them. World Challenge urges the Customer to read these Conditions carefully and contact World Challenge if the Customer does not understand or agree with anything in these Conditions.
- 2.3. By submitting an application, the Customer confirms that the application has been fully and accurately completed. The Customer shall inform World Challenge in writing immediately or at most within 30 days of the change where there is a change in the Challengers information (including but without limitation medical information).
- 2.4. At the time of submitting the application, the Customer must also pay to World Challenge the relevant first instalment. We will notify the Customer prior to the submittal of the application of the amount per Challenger payable as first instalment for the particular Programme.
- 2.5. For the remainder of the Price the Customer will follow a payment plan as notified prior to the submittal of the application and detailed in 4.1.
- 2.6. If we accept the application to participate on the Programme, we will issue the Customer and Challenger with confirmation. A Contract will exist between us from the date we issue the confirmation. When the Customer receives the confirmation, the Customer must check the details carefully and inform us immediately if anything is incorrect (within 30 days as stated in 2.3). Names on travel documents must exactly match those in passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in the passport differ from those on the ticket.
- 2.7. Personal safety of the Challenger is of paramount importance to us and therefore it is imperative that the Customer advises us at the time of applying of any condition, medical or otherwise, that might affect the Challenger's or other people's enjoyment of the Programme. Anyone suffering or who has suffered from mobility impairment, disability, medical conditions, illness or undergoing/undergone treatment for any physical, psychological or medical condition(s) must declare the true nature of such condition at the time of applying and make arrangements for the provision of any medication or other treatment which may be required during the Programme. Failure to make such disclosure within the 30 day period will constitute a breach of these Conditions and could result in such persons being excluded from the Programme in which case, without prejudice to any other rights or remedies of World Challenge the cancellation charges in clause 6 will apply.

## 3. PRICE

- 3.1. The Price quoted by World Challenge covers the cost of planning, organising and carrying out the Programme and Expedition and all associated training courses.
- 3.2. 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). The Price does not include the following and the Customer will be responsible for the following additional costs:

- 3.2.1. inoculation fees, cost of travel to the agreed point of departure and cost of travel from the agreed point of return, cost of passports, visas and related charges where applicable, rest and relaxation activities unless otherwise stated; and
- 3.2.2. cost of the Challenger's own prescribed medical requirements and personal equipment, clothing, personal spending money, additional insurance for personal belongings and personal spending money.
- 3.3. All Programmes are tailored to the School Leader's requirements and as such prices may vary. We will notify the Customer prior to the submittal of the application of the Price. All prices are accurate at the date of booking by the School Leader, but we reserve the right to change any of those prices at any time during the Programme.
- 3.4. Changes in transportation costs, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of the Programme may change after the School Leader has booked or after the Customer has received confirmation. However there will be no change within 30 days of departure. Any changes in taxes, entry fees and/or charges that we collect at net cost on behalf of local and government bodies will be passed on to the Customer in full or refunded to the Customer in full (Net Cost Charges). We will absorb and the Customer will not be charged for any increase equivalent to 2% of the Price of the Customer's Programme, which excludes insurance premiums, Net Cost Charges and any amendment charges. The Customer will be charged for the amount over and above that, plus an administration charge of £2.00 per person together with an amount to cover agents' commission. If this means that the Customer has to pay an increase of more than 10% of the original Price of the Programme, the Customer may either accept a replacement programme from us of equivalent or similar standard and price (at the date of the change) if we are able to offer one or the Customer may cancel the Contract and receive a full refund of all monies paid, except for any monies paid to us in respect of amendment charges.
- 3.5. Should the Customer decide to cancel for this reason, the Customer must exercise their right to do so within 14 days from the issue date printed on the final invoice. If any change in our costs would cause a reduction in the price of the Programme, we will not make refunds of amounts less than 2% of the price of the Programme, which excludes insurance premiums, Net Cost Charges and any amendment charges, but we will refund in full amounts exceeding such 2%, after deducting an administration charge of £2.00 per person. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of travel due to contractual and other protections in place.
- 3.6. Air Passenger Duty (APD), which is payable by all passengers on flights departing from UK airports, is included in the price of the ATOL protected flight or flight inclusive Programme. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of the Programme at the time of booking.
- 3.7. The country the School originates from will determine the currency the Prices will be charged in unless specified in the payment plan.

#### **4. PAYMENT**

- 4.1. The Customer agrees to pay the Price as per the payment plan chosen on application. This may include direct debit options or an instalment plan payable over the telephone, online using a credit card or debit card or direct bank transfer.
- 4.2. Where World Challenge agrees to accept payment by direct debit, the Customer must comply with the following provisions:
  - 4.2.1. each direct debit payment is due in accordance with the banker's mandate and the payment plan provided to the Customer by World Challenge, which sets out the amount of each payment and the date on which each payment falls;
  - 4.2.2. the balance remaining after all direct debit payments have been made, is due not later than 60 (sixty) days before the departure date and the Customer shall pay this balance by direct debit unless the Customer opts to pay by an alternative method in which case World Challenge will need to be informed at least 10 working days before the due date.
- 4.3. Where World Challenge agrees to accept payment by instalments payable over the telephone, online using a credit card or debit card or direct bank transfer, the Customer must comply with the following provisions:
  - 4.3.1 instalment payments are due on such dates and in such amounts as are specified to the Customer by World Challenge.
  - 4.3.2 the final balance payment is due no later than 60 (sixty) days before the departure date.
- 4.4. If the Customer does not pay the balance by a due date World Challenge reserves the right to cancel the Contract and remove the Challenger from the Programme and the cancellation charges in clause 6 will apply. 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.
- 4.5. Failure to make any payment due to World Challenge under this Contract by the due date for payment will entitle World Challenge to charge interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 4.6. World Challenge may agree to accept payment from a third party, however where World Challenge agrees to this, the Customer shall remain responsible for payment of any monies due to World Challenge under this Contract.

#### **5. FINANCIAL PROTECTION**

- 5.1. The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that paid for the package holidays booked from us and for repatriation of the Challenger in the event of our insolvency.
- 5.2. We will provide the Customer with financial protection for any ATOL protected flight or flight inclusive Programme that the Customer buys from us by way of our Air Travel Organiser's Licence number 2844, administered by the Civil Aviation Authority ('CAA'). When the Customer buys an ATOL protected flight or flight inclusive Programme from us the Customer will receive an ATOL Certificate. This lists what is financially protected, where the Customer can get information on what this means for the Customer and who to contact if things go wrong.
- 5.3. We, or the suppliers identified on the ATOL Certificate, will provide the Customer with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide the Customer with the services the Customer has bought or a

suitable alternative (at no extra cost to the Customer). The Customer agrees to accept that in those circumstances the alternative ATOL holder will perform those obligations and the Customer agrees to pay any money outstanding under the contract to that alternative ATOL holder. However, the Customer also agrees that in some cases it will not be possible to appoint an alternative ATOL holder, in which case the Customer will be entitled to make a claim under the ATOL scheme.

- 5.4. If we, or the suppliers identified on the ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) the Customer under the ATOL scheme. The Customer agrees that in return for such a payment or benefit the Customer assigns absolutely to those Trustees any claim which the Customer has or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or the Customer's credit card issuer where applicable). The Customer also agrees that any such claims may be re-assigned to another body, if that other body has paid sums the Customer has claimed under the ATOL scheme.
- 5.5. The price of the Customer's ATOL protected flight or flight inclusive Programme includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

## 6. CUSTOMER CANCELLATION AND INSURANCE

- 6.1. For the avoidance of doubt, the Customer is unable to make changes to the Programme (including without limitation the Expedition).
- 6.2. The Customer may cancel the Programme at any time providing that the cancellation is made by the Customer in writing to World Challenge. Please note that the closer the cancellation is to the departure date, the costs and expenses incurred by World Challenge will be higher. Notice of cancellation will be effective upon receipt by us of written confirmation. For the avoidance of doubt, cancellation by the Customer includes without limitation where the Team is a School party and the Challenger is withdrawn from the Programme by his/her School. As we start to incur costs from the time the contract is confirmed we will apply cancellation charges as shown below. These charges are based on how many days before the departure date we received the cancellation notice. These charges are a percentage of the Price:

Period before the departure date when notice of cancellation is received by World Challenge	Percentage of Price payable by the Customer
More than 20 months	0%
20 months or less but more than 12 months	10%
12 months or less but more than 6 months	35%
6 months or less but more than 4 months	50%
4 months or less but more than 42 days	60%
42 days or less	100%

We strongly advise that to protect yourselves, as far as possible, against the cancellation charges detailed above you take out adequate and valid cancellation insurance and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

- 6.3. For the avoidance of doubt any cancellation will be subject to the charges detailed in clause 6.2 and it is your responsibility to, if/wherever possible, claim such funds back under your relevant policy of insurance.

## 7. WORLD CHALLENGE CANCELLATIONS/ALTERATIONS

- 7.1. We plan the arrangements for the Programme (including without limitation the Expedition) many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers shown on our website are for guidance only and subject to change. Operation of all Programmes is dependent on a minimum number of persons applying to participate on the Programme. If that number is not achieved, we reserve the right to merge the Programme with one or more other Programmes. If a Major Change becomes necessary, we will advise the Customer of the change as soon as possible. When a major change occurs, the Customer will have the choice of either:
- 7.1.1. accepting the change; or
- 7.1.2. cancelling the Programme, in which case any refund will be dealt with in accordance with clause 6.2.
- 7.2. We may also have to cancel the Programme. Operation of all Programmes and Expeditions is dependent on a minimum number of persons applying to participate on the Programme. If that number is not achieved and a merge is not possible, we reserve the right to cancel the Programme. However we will not cancel the Programme less than 4 (four) weeks before the scheduled departure date except for reasons of force majeure, or any other reason beyond our control. In the event that we cancel the Programme the Customer shall receive a full refund of monies paid.
- 7.3. If we are forced to cancel the Programme after the departure of the Expedition we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or the Customer rejects these for good reason then we will return the Challenger to the agreed point of departure and refund the Customer for any unused services, if appropriate.
- 7.4. 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 7.1 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 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.

<b>Period before Departure Date when we notify the Customer of a major change</b>	<b>Compensation payable by World Challenge to the Customer</b>
More than 20 months	Nil
20 months or less but more than 12 months	£5.00
12 months or less but more than 6 months	£10.00
6 months or less but more than 4 months	£15.00
4 months or less but more than 42 days	£20.00
42 days or less	£25.00

- 7.5. This standard compensation payment will not affect the Customer's or the Challenger's statutory or other legal rights. We will only make one compensation payment for each full-fare-paying Challenger named in the Contract.
- 7.6. We shall not be liable to the Customer or the Challenger for the cost of arrangements including but not limited to travel arrangements to the Challenger's point of departure, connecting travel that is non-refundable or non-changeable, visas or vaccinations if any changes are made to the Programme (as per clause 3.21 and 3.22).
- 7.7. Under European law (European Community Regulation (EC) No. 261/2004), the Customer has rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding of the Challenger, cancellation of and delays to flights. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, the Customer should note that reimbursement of the cost of a flight that forms part of the Programme is the responsibility of the carrier airline and will not automatically entitle the Customer or the Challenger to reimbursement of the cost of the Programme from us. The right to a refund and/or compensation from us is set out in this clause 7. If any payments to the Customer or the Challenger are due from us, any payment made to the Customer or the Challenger by the airline will be deducted. If the airline does not comply with these rules the Customer should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk).

## **8. VISA, PASSPORT, TRAVEL DOCUMENTATION**

- 8.1. It is a condition of the Contract that the Customer provides us with certain information. This is known as Passenger Name Records (PNR) data and/or Advanced Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'. The information the Customer must provide will include, but not be limited to, full name – as shown in the passport, gender, date of birth, passport number, country of issue and expiry date. The Customer must provide this information to World Challenge at least 10 months before departure.
- 8.2. Whilst we are able to provide basic advice regarding passports and visa requirements, the Customer and Challenger must check with the appropriate embassy, consulate or National Foreign Office for the exact requirements for the chosen Programme and date of travel. It is the Customer's responsibility to ensure that the Challenger has the correct passport, visas and other necessary documents to enable the Challenger to participate in the Programme and gain access to any country/region included in the travel arrangements purchased from us. If the Customer fails to do so, we will have no liability to the Customer or the Challenger for any cost, loss or damage which the Customer or the Challenger suffers, nor will we refund the Customer or the Challenger the cost of any unused portion of the travel arrangements. In some cases, countries will refuse entry to persons who have criminal records. Should this be of concern to the Customer or the Challenger, the Customer should check with the embassy or consulate of the countries to which the Challenger is travelling. The Customer is entirely responsible for ensuring that the Challenger has the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise the Customer to check with the passport office or the consulate in question if there are any queries. If the Challenger is travelling overland to certain destinations, they may need to pass through controls of other countries en-route so this should be allowed for with any passport/visa applications. The Challenger must 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 that World Challenge may incur as a result of a breach of this clause.
- 8.3. 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.
- 8.4. Please note that for some expeditions we need to request special permits, and as such we require the Challenger's passport details to be provided on application, and in order that we can accept the application. Furthermore, if the Challenger renews their passport after the application has been submitted, the Customer must ensure that the Challenger takes their old passport with them to maintain the validity of the permit.
- 8.5. When assessing whether a Programme will operate we use information from our local offices in conjunction with advice from the British Foreign Office and other relevant government bodies. It is the Customer's responsibility to be acquainted with the travel advice provided by these government bodies. For more information please visit the government 'Travel Aware' websites at [www.gov.uk/travelaware](http://www.gov.uk/travelaware) and [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for your destination country(ies).
- 8.6. The Customer consents to (i) the Challenger's participation in the Programme and Expedition, and (ii) emergency medical treatment of the Challenger in the event that the Customer cannot be contacted in an emergency. The Customer shall ensure that World Challenge is provided with up to date emergency contact information and next-of-kin details for the Challenger.
- 8.7. Some airline carriers and other transport providers treat name changes (including where the Customer does not provide the correct name in the first instance), as a cancellation. Accordingly the Customer may have to pay for the cancelled ticket and be required to pay for the full cost of a new ticket.

## **9. HEALTH, FITNESS & PARTICIPATION REQUIREMENTS**

- 9.1. The Customer must be satisfied when consenting to the Challenger's application that the Challenger is fit and able to complete the itinerary of the Programme. To be considered fit and able to complete the itinerary of the Programme, the Challenger must complete a fitness assessment at the Training Expedition involving a distance walk carrying a rucksack (if a Training Expedition is relevant to the pre-departure programme) and 3 (three) months before the departure date,

reach the age appropriate target level of a World Challenge Fitness Test (a multi-stage fitness test commonly known as the bleep test or the Cooper 12 minute run see tables below. The School will decide which one to facilitate). If the appropriate target level of the World Challenge Fitness Test is not achieved, the Customer must provide World Challenge with the Challenger's Body Mass Index ("BMI"), which needs to be between 18 to 30 (inclusive). These levels of fitness (in relation to the multi-stage fitness test and BMI) must be maintained up to the departure date and throughout the Expedition. If the Challenger does not satisfy these requirements, it may affect the Challenger's suitability to take part in the Programme, and World Challenge reserves the right to terminate the contract and withdraw the Challenger from the Programme. In such circumstances the Price payable by the Customer shall be calculated in accordance with the table set out in clause 6 by reference to the date on which the Challenger is withdrawn from the Programme by World Challenge.

Bleep Test			Cooper 12 minute run		
Age	Female	Male	Age	Female	Male
	Target Pass	Target Pass		Target Distance	Target Distance
12 – 13	3.6	5.2	13-14	1600m	2200m
14 – 15	5.3	6.2	15-16	1700m	2300m
16 – 17	5.7	6.9	17-19	1800m	2500m
18 – 25	5.8	7.2	20-29	1800m	2200m
26 – 35	5.3	6.6	30-39	1700m	1900m
36 – 45	3.8	5.4	40-49	1500m	1700m
46 – 55	3.6	4.7	>50	1400m	1600m
>56	2.7	3.7			

- 9.2. In the event that the Challenger suffers or has suffered from mobility impairment, pre-existing or existing illness, disability or other medical condition, or is undergoing treatment for any physical, psychological or medical conditions, the Customer must declare the true nature and full particulars of such condition(s) at the time of applying and make arrangements for the provision of any medication or other treatment which may be required during the Programme.
- 9.3. The Customer confirms that the application has been completed fully and accurately (in particular giving full details with regards to the Challenger's mobility impairment, pre-existing or existing illness, disability or other medical condition or undergoing of treatment for any physical, psychological or medical conditions) and will inform World Challenge in writing immediately if any relevant circumstances change and at the most within 30 days of knowing about any relevant change. Please note that medical declarations may be dealt with by our insurers who reserve the right to review the information available at the time of declaration and cancel the Expedition for the Challenger.
- 9.4. Failure to make such disclosure (including without limitation if it is later discovered that a pre-existing condition was not declared within the specified time) or providing incorrect information at any time where the correct information would affect the Challenger's suitability to take part in the Programme, will constitute a breach of these Conditions and World Challenge reserves the right to terminate the Contract and withdraw the Challenger from the Programme. In such circumstances the Price payable by the Customer shall be calculated in accordance with the table set out in clause 6 by reference to the date on which the Challenger is withdrawn from the Programme by World Challenge.
- 9.5. In order to assess the Challenger's suitability for the Programme or in processing any medical withdrawal or insurance claim, World Challenge may require information from the Challenger's medical practitioner. This may include medical history where required.
- 9.6. Where there is a charge for the provision of information from a Challenger's medical practitioner this will be at the Customer's expense.
- 9.7. We are able to advise on mandatory health requirements; however, we are not medical experts. It is the Customer's responsibility to obtain proper and detailed medical advice prior to application and again prior to travel for the latest health requirements, recommendations for the Expedition destination and any costs. Where the Customer does not do so and the Challenger is not allowed to enter any country, or suffers personal injury or death as a result, we have no liability to the Customer or the Challenger for any cost, loss or damage which the Customer or the Challenger suffers nor will we pay a refund for the cost of any unused portion of the Programme. In the event that the Challenger has any existing medical problems, is pregnant or has recently visited other countries, the Customer must check requirements with the Challenger's medical practitioner.
- 9.8. The Challenger must take all necessary inoculations or medication within the requisite period before the departure date and during the Programme (as appropriate). The Customer must take advice from the Challenger's medical practitioner as to which inoculations or medication are necessary and/or advisable for the Programme and follow the advice provided. World Challenge reserves the right to inspect the Challenger's vaccination book at any time and to terminate the contract and withdraw the Challenger from the Programme in the event that the Challenger has not received all the requisite inoculations or medication.

## 10. LEADER AUTHORITY & BEHAVIOUR

- 10.1. On a Programme, it is necessary that the Challenger abide by the authority of World Challenge and the Expedition Leader who represents World Challenge. For the avoidance of doubt, 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 must act in accordance with all instructions from World Challenge and the Expedition Leader. If the Challenger breaks any law or regulation of any country or establishment where the Programme takes place and when on the Expedition or if in our reasonable opinion or the reasonable opinion of the Expedition Leader or another person in authority the Challenger's behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff or agents in the UK in any risk or danger, on the telephone, in writing or in person, we may terminate the Contract and withdraw the Challenger from the Programme without any liability on our part.
- 10.2. In such event, neither the Customer nor the Challenger will be entitled to any refund and the Customer will 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 10.1, this would include any cost involved with repatriating the Challenger from the Expedition destination.

- 10.3. If the Challenger is refused carriage because of their behaviour, or the Challenger is under the influence of alcohol or drugs, the airline may pass on the Challenger's details and date of refusal of carriage to other airlines for their information. This in turn may make it difficult for the Challenger to book other airline tickets. In any of these circumstances, no refunds or compensation will be paid to the Customer or the Challenger and we may make a claim against the Customer for any damages, costs and expenses (including legal expenses) incurred as a result of the Challenger's behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by the Challenger, (ii) compensating any passenger, crew, staff or agent affected by the Challenger's actions and (iii) diverting the aircraft or ferry to remove the Challenger. Criminal proceedings may also be instigated.
- 10.4. The Customer is responsible for the cost of any damage caused to the Challenger's accommodation or the contents of the Challenger's accommodation during the Challenger's stay. These charges must be met by the Customer and may have to be paid immediately.

## **11. INSURANCE**

- 11.1. World Challenge's policy is to hold insurance cover in respect of personal accident, casualty evacuation and emergency medical requirements during the Expedition, legal cover and personal liability. Details of World Challenge's insurance policy (including without limitation details of cover and details of limits and exclusions of the insurance policy) can be found at [www.myworldchallenge.com](http://www.myworldchallenge.com) and a copy can be provided upon request.
- 11.2. The Customer and Challenger must be familiar with World Challenge's insurance policy. It is strongly advised that satisfactory arrangements are in place for the insurance of other aspects that are not covered by the World Challenge insurance policy including without limitation personal belongings and personal money. The World Challenge insurance policy is designed to cover all activities included in our itineraries and the featured optional extras. Please note however that the World Challenge insurance policy may not cover the Challenger for any activities purchased that are not pre-booked nor featured in official World Challenge literature. In the event that activities that are not pre-booked nor featured in official World Challenge literature are purchased, World Challenge must be contacted and asked for confirmation as to whether such activities are covered under the World Challenge insurance policy.
- 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 insurance policies unless specifically advised otherwise in writing by World Challenge.

## **12. ADDITIONAL INFORMATION ABOUT THE EXPEDITION**

- 12.1. World Challenge will organise the travel arrangements in relation to the Expedition and will provide one or more experienced person(s) to lead the Expedition ("Expedition Leader") (as appropriate) to assist all of the Challengers and the School Leader (and any accompanying adults).
- 12.2. Meals (breakfast, lunch and dinner) from the Agreed Point of Departure until the return to that point at the end of the Expedition, are included in the Price and all Challengers on the Programme will be given a set budget to manage as a group to source their own meals during this period.
- 12.3. It is part of the Programme that both prior to and during the Expedition, the Challenger works with the 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 submittal of the application to confirm the operator, aircraft flight number, exact departure date (although 3 (three) day departure slots are given prior to submittal of the Application), airports, ferry port or itinerary.
- 12.4. Dates and itineraries shown for Programmes are indicative only and subject to change.
- 12.5. Throughout the course of the Programme various meetings and training will be provided to which the Challenger must attend.

## **13. PRIVACY POLICY**

- 13.1. World Challenge Expeditions' Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.
- 13.2. Information about you.
  - 13.2.1. Your Information. This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is collected when you request information from us, contact us (and vice versa), make a booking, use our website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have with you.
  - 13.2.2. We will update your information whenever we can to keep it current, accurate and complete.
- 13.3. Our Use of Your Information
  - 13.3.1. For the purpose of providing you with our services, including your flight, holiday, security, incident/accident management or insurance, etc., we may disclose and process your information outside the UK/EEA. In order for you to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example Caricom API and US secure flight data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.
  - 13.3.2. We may collect and process your information for the purposes set out below and in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as "data processors" on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and choice, business management, operation and

efficiencies, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection.

13.3.3. Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to exchange relevant information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

13.4. If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.

13.5. Marketing Material

13.5.1. Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more personalised and relevant communications. We may use innovative technologies and work with business partners to achieve this.

13.5.2. We will assume you agree to email when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media.

13.5.3. If you do not wish to receive such information or would like to change your preference, please refer to point 13.6.2 of "Your Rights" below.

13.6. Your Rights

13.6.1. On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you and to correct any inaccuracies.

13.6.2. You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our "unsubscribe email", opt-out of personalised emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

13.6.3. For a list of relevant brands, please send us your request.

13.7. Please write to World Challenge Expeditions Limited, Legal Department, Travelopia, Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD.

13.8. Foreign Controls

Outside the European Economic Area (EEA), data protection controls may not be as strong as the legal requirements in this country.

13.9. Use of Tools/Cookies and links to other websites

13.9.1. If our contact and dealing with you is via our website(s) or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). Other e-platforms may have different options and instructions. By using our website(s), you consent to our use of cookies.

13.9.2. Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

13.10. Monitoring

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

13.11. Security Statement

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

13.12. Changes to this policy

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

## 14. PHOTOGRAPHS

14.1. Any likeness or image of the Challenger secured or taken on any of our Programmes may be used by World Challenge without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

14.2. If the Customer or the Challenger choose to supply World Challenge with any photographs, they hereby confirm that:

14.2.1. the Customer and Challenger irrevocably grant 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 and social media;

14.2.2. the Customer and Challenger waive all moral rights in such photographs to which they 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.

14.2.3. the Customer and Challenger shall procure any necessary third party consents and/or waivers to give effect to this clause 12 and shall indemnify World Challenge and its Group Companies against any claims, losses, damages or costs arising from its failure to do so.

## 15. OUR LIABILITY, CONDITIONS OF CARRIAGE & LIMITATIONS

- 15.1. Our obligations, and those of our suppliers providing any service or facility included in the Programme, are to take reasonable skill and care to arrange for the provision of such services and facilities. The Customer must show that reasonable skill and care has not been used if the Customer wishes to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that the Programme may involve. Sometimes these standards will be lower than those which would be expected in the UK. The suppliers of the services and facilities included in the Programme should comply with local standards where they are provided.
- 15.2. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 (three) times the cost of the Programme per Challenger. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. The Customer can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at World Challenge, Maple Court, 17-21 Queens Road, High Wycombe, HP13 6AQ, UK.
- 15.3. We shall have no liability where the cause of the failure to provide, or failure in, the Programme or any death or personal injury suffered is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to the School Leader or another member of the group on the Programme, or attributable to someone unconnected with the Programme and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.
- 15.4. If any international convention applies to, or governs, any of the services or facilities included in the Programme and/or Expedition arranged or provided by us, or provided by any of our suppliers, and the Customer makes a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay the Customer (and/or the Challenger) compensation and/or the amount (if any) of compensation payable to the Customer (and/or the Challenger) by us 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). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to the Programme. Other than as set out above, and as is detailed elsewhere in these Conditions, we shall have no legal liability whatsoever to the Customer or the Challenger for any loss or damage.
- 15.5. Please note that we have a list of approved providers of rest and recuperation/relaxation activities. The Challenger must only use such approved providers for such rest and recuperation/relaxation activities. The Challenger is not permitted to participate in rest and recuperation/relaxation activities that are not approved by World Challenge and/or that are not provided by World Challenge approved providers.
- 15.6. If the Challenger is joining the Expedition locally (i.e. not starting with the rest of the Team from the point of departure), our responsibility does not commence until the Challenger physically joins the team. If the Challenger is joining the Expedition locally they must be accompanied by an adult until the Challenger has joined up with the rest of the Team. If the Challenger is leaving the Expedition early (i.e. not returning with the rest of the Team to the agreed point of return) they must be met by an adult before leaving the rest of the Team and the adult must accompany the Challenger on the remainder of their journey. We shall not be responsible for any additional expenses incurred by the Challenger or any accompanying person(s) to meet up with the rest of the Team, whether for the Challenger to join the rest of the Team locally or for the Challenger to leave the rest of the Team early. The Challenger will not be insured under the World Challenge Insurance policy unless they are with the Team. Where the Challenger is over 18 years old we will accept written consent from the Customer for them to travel independently.
- 15.7. We may operate Programmes in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those the Customer or Challenger normally expect. The application is accepted on the understanding that the Customer and the Challenger realise the hazards and possible risk involved in adventure travel, including injury, disease, loss or damage to property, inconvenience and discomfort, and agree that the Challenger undertakes the Programme at their own risk and volition. The whole philosophy of adventure travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each Programme must therefore be taken as an indication of what the Team on the Programme should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.
- 15.8. Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.
- 15.9. Whilst World Challenge makes every effort to ensure that the Programme 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 submitting an application, the Customer acknowledges that the Challenger will travel at their own risk and confirm that the Customer has made their own enquiries as necessary. World Challenge expressly excludes all liability (both direct and indirect) to the maximum extent permitted by law for any losses or damages whatsoever that the Customer or the Challenger may suffer or incur as a result of, or in connection with, an act of terrorism.
- 15.10. Flight Notice, Flight Information & EU Blacklist. 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 European Community Regulation (EC) No. 889/2002 or the Montreal Convention, and it does not form part of the contract between the carrier(s), us and the Customer, nor part of a claim. No representation is made by the air carrier(s) or us as to the accuracy of this notice.
- 15.11. Air carrier liability for passengers & their baggage: This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.
- 15.12. 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 113,100 Special Drawing Rights (SDRs) 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 or otherwise at fault.



- 15.13. Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 (fifteen) days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs.
- 15.14. 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 4694 SDRs.
- 15.15. 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 1131 SDRs.
- 15.16. Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1131 SDRs. 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.
- 15.17. 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.
- 15.18. 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 write and complain within 7 (seven) days, and in the case of delay within 21 (twenty-one) days, in both cases from the date on which the baggage was placed at the passenger's disposal.
- 15.19. Liability of contracting & 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.
- 15.20. 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.
- 15.21. Basis for the information: The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by European Community Regulation (EC) No. 2027/97 (as amended by European Community Regulation (EC) No. 889/2002) and national legislation of the Member States.
- 15.22. In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to the Customer's attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at [www.air-ban.europa.eu](http://www.air-ban.europa.eu).
- 15.23. In accordance with European Community Regulation (EC) No. 2111/2005 we are required to advise the Customer of the actual carrier operating the flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: British Airways, Air France, Air Canada, BMI, Cathay Pacific, Emirates, Lufthansa, Qatar, Thomson Airways, Virgin Atlantic, Jet airways, Kenya Airways, EasyJet, Royal Air Maroc. Any changes to the actual airline will be notified to the Customer 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. Some flights may need to stop en route. If we know about this in advance we will tell the Customer. Flight times on the website and on the booking confirmation are not guaranteed.
- 15.24. Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If the Challenger has a medical condition, serious illness, recently undergone surgery, or has suffered a recent accident, the Customer must advise us and the Challenger may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from the Challenger's general practitioner.

## 16. LAW & JURISDICTION

- 16.1. If the Customer applied for the Programme in any jurisdiction other than in Scotland or Northern Ireland, these Terms and Conditions, and any claim or dispute arising from or related to these Terms and Conditions, 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 applied for the Programme in Scotland, these Terms and Conditions, and any claim or dispute arising from or related to these Terms and Conditions, 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 applied for the Programme in Northern Ireland, these Terms and Conditions, and any claim or dispute arising from or related to these Terms and Conditions, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

## 17. GENERAL MATTERS

- 17.1. World Challenge may sub-contract any of its obligations under this contract provided that the Customer's rights are not adversely affected as a result. We 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 Customer of this transfer in advance of the departure date. We may transfer the Programme to another Group Company (namely World Challenge, its ultimate holding company, or any subsidiary companies of World Challenge's holding company), but this will have no effect on the Programme and/or Expedition arrangements.
- 17.2. If a court or any other competent authority finds that any provision of the contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.3. All communications relating to this contract (in particular any requests to cancel the Programme/ Expedition) must be from the Customer in writing and in English and delivered by hand, fax, email or sent by recorded delivery post to World Challenge, Maple Court, 17-21 Queens Road, High Wycombe, HP13 6AQ.

## 18. COMPLAINTS

- 18.1. If the Customer has a complaint about the Programme, the Customer must immediately notify World Challenge and the relevant supplier of the service in writing by post, fax or email. If the Customer is not happy with their action in response, please follow this up within 28 (twenty-eight) days of notification of the complaint (or, in respect of complaints notified whilst the Challenger is on the Expedition, 28 (twenty-eight) days of the Challenger's return home) by writing to us at World Challenge, Maple Court, 17-21 Queens Road, High Wycombe, HP13 6AQ, UK. We will acknowledge written notification within 7 days and aim to provide a full response within 28 days. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.