

# Skyline and Charity Booking Conditions:

1. This agreement is between your choice of charity (we/us/our), Skyline Promotions Limited (Skyline) and you and relates to your proposed participation in your challenge event (the event).
2. This agreement will come into force when Skyline has accepted your registration to take part in the event.
3. Skyline and we reserve the right not to accept your application for registration, in which case Skyline will return your registration and fundraising administration fee.
4. The purpose of this agreement is:
  - 4.1 to enable you to take part in the event so that you can use your participation in it to raise money for your choice of charity; and
  - 4.2 to set out your obligations in relation to the event and Skyline's and our obligations to you in relation to it.
5. The event is not organised by us or Skyline. It is organised by a tour operator and once your tour costs have been paid the tour operator will be fully responsible to you for provision of all travel, accommodation and other tour services in accordance with the information set out in the event brochure and website. Payment of the registration and fundraising administration fee is not a payment for travel services and does not create a contract between you and the tour operator.
6. If you are selected to take part in the event (in accordance with clauses 8, and 9 below) you will have a direct contract with the tour operator for the provision of its services and that contract shall be in the form of the tour operator's booking conditions set out below
7. All enquiries and requests for information before departure will be handled by Skyline whose contact details are set out in the event brochure and website.
8. To be eligible for the event you must:
  - 8.1 complete the registration form and return it to Skyline with a registration and fundraising administration fee payable to Skyline; and
  - 8.2 be over 18 at the date of departure, unless otherwise agreed by Skyline; and
  - 8.3 raise for the charity the initial sum of 80% of the total sponsorship. Such sum can be raised on an online fundraising page, sent to the charity as cash or by cheque to Skyline made payable to the charity; this 80% must be raised 12 weeks before the trip departs (the due date).
9. You will only be entitled to take part in the event if:
  - 9.1 Skyline receives from you the initial sum specified on the registration form; and
  - 9.2 you have provided Skyline with a satisfactory reply to a medical questionnaire or have provided the tour operator with a doctor's certificate indicating that you are sufficiently fit and healthy to take part in the event without serious risk to your health and safety or the health and safety of others; and
  - 9.3 Skyline (acting reasonably) is satisfied that your participation in the event is not likely to have a detrimental effect on the morale of the participants as a whole so as to make it likely that other participants will fail to complete the event; and
  - 9.4 you have taken out travel insurance provided by the tour operator or have provided to the tour operator details of your own insurance policy in such form as the tour operator may reasonably require; and
  - 9.5 we have confirmed that the event will take place by paying to the tour operator the costs of your participation in the event. We will only confirm this 8 weeks before the departure date for the event.
- 10 As soon as you become eligible to take part in the event, if your package includes flights, the costs of your participation which we have paid to the tour operator will be protected by the tour operator's ATOL bond arranged with the Civil Aviation Authority. Regardless of whether flights are included in your package, at this point your contract with the tour operator will come into force and you agree to abide by the tour operator's booking conditions.
- 11 The costs of your participation in the event do not include airline and airport taxes, fuel surcharges, visas (when applicable) or border taxes and you will be required to pay these if you take part in the event. The amount of such costs will be notified to you by Skyline as soon as such costs are known.
- 11.1 If you choose to make personal arrangements with the tour operator for provision of services not arranged between us and the tour operator, you will pay to the tour operator the costs of those services, plus a nominal administration fee.
- 12 The conditions for carriage by air of all airlines used will apply in respect of all air travel as if incorporated in this agreement.
- 13 You agree that you will raise for the charity the minimum sum specified in the event brochure and website and you will use all reasonable endeavours to collect and send such minimum sum and all additional sponsorship pledged either to the charity in cash, to Skyline by cheque made payable to the charity or added to an online fundraising page within 4 weeks after the end of the event.
- 14 You agree that in carrying out all fundraising for the benefit of the charity you will comply with the following requirements:
  - 14.1 You will abide by any fundraising guidelines issued by us from time to time;
  - 14.2 You will only use lawful means to fundraise and must not do anything which harms or is likely to harm the charity's reputation;
  - 14.3 You agree to comply with the following financial procedures:
    - 14.3.1 to pay all money collected on behalf of the charity either to Skyline by cheque payable to the charity, onto an online fundraising page, or sent directly to the charity in cash;
    - 14.3.2 to send to Skyline, by cheque, any money you collect within 21 days of you receiving it;
  - 14.4 When asking for money from potential sponsors you will make it clear that the cost of your participation in the event will be paid out of the money raised. This cost is stated in the event brochure and website.
  - 14.5 When asking for money from potential sponsors, you will make it clear that their sponsorship will be paid for the benefit of the charity and will not be refundable even if the event does not take place or you do not take part in it or you do not complete it; and
  - 14.6 You agree not to use fundraising materials other than those supplied to you by Skyline and the charity for the purposes of the event.
15. We and Skyline will use all reasonable endeavours to ensure that the event takes place so far as reasonably possible in accordance with the information provided in the event brochure and website. However, Skyline and the tour operator may make such alterations to the arrangements as they may reasonably require, including (for example) changes to the anticipated departure date and return date by up to two days either side of those dates, changes to the itinerary and changes to the proposed accommodation.
  - 15.1 Skyline reserves the right to cancel the event at any time before the departure date and in particular to cancel if fewer than 15 participants become eligible to take part.
  - 15.2 In certain circumstances the cancellation of the event or changes in the itinerary or other arrangements could give you rights to compensation and/or refunds under the Package Travel, Package Holidays and Package Tours Regulations 1992 (as amended). Bearing in mind the purpose of the event and that the source of funds for your participation is charity donations, you hereby irrevocably assign to the charity all rights you may now or in the future have to receive such compensation and/or refunds in relation to the event.
  - 15.3 You may in certain circumstances have a right to make a claim to the Civil Aviation Authority for a refund in relation to travel and accommodation costs and other services to be provided by the tour operator. For the same reasons set out in clause 15.2 you hereby irrevocably assign to the charity all such rights as you may now or in the future have to any such refunds in relation to the event.
- 16 If you choose not to participate in the event or if the event is cancelled or if you do not become eligible to take part in the event or if Skyline prevents you from doing so, all sums collected or pledged will still be payable to the charity. However, Skyline will refund the registration and fundraising administration fee if it cancels the event; the registration fee is not refundable in any other circumstances.
- 17 Photography and filming may take place during the event to be used as promotional material for the charity, Skyline or the tour operator. Please inform Skyline if you do not wish to feature.
- 18 The tour operator will be liable to you for the provision of the tour services. The charity is only the beneficiary of your fundraising and is not involved in the event in any way. Skyline only provides administrative services and is also not responsible for the running of the event.
- 19 This agreement constitutes the entire agreement and understanding between us, Skyline and you relating to the event and supersedes all other prior representations, agreements, or arrangements whether written or oral, express or implied relating to the event.
- 20 This agreement is governed by English law and you and we irrevocably submit to the exclusive jurisdiction of the English courts.
- 21 By completing the application form to take part in the event, you agree to be bound by these conditions and by the tour operator's terms and conditions.

Name.....Signature.....Date.....

# Tour Operator Booking Conditions

Your contract with Skyline Tour Operations Ltd (“STOL”), ATOL 10069

- 1.** STOL accepts registrations subject to the following conditions. When you register and we accept it, a legally binding contract is made. When completing the registration form you agree to accept all the conditions.
- 2.** Consumer protection: All events involving flights are ATOL protected, since we hold an Air Travel Organisers Licence granted by the Civil Aviation Authority. Our ATOL number is 10069. In the unlikely event of insolvency the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advanced booking. For further information visit their web site at [www.atol.co.uk](http://www.atol.co.uk). Events not involving flights are protected as required by the UK Package Travel Regulations 1992. In the unlikely event of insolvency this protection will be used to ensure your repatriation and will arrange to refund any money you have paid to us for an advanced booking.
- 2.1** Your financial protection: When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- 2.2** We, or the suppliers identified on your ATOL Certificate, will provide you 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 you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)
- 2.3.** If we, or the suppliers identified on your 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) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.
- 3.** To secure a place on an Open Challenge: A registration fee is required for each individual booking. These are non refundable and are payable to Skyline Promotions Ltd. If taking out STOL insurance, you will need to pay the premium at this point to ensure you are covered should the need arise for you to cancel.
- 4.** Payment: Full payment of the tour costs must be made eight weeks prior to departure and is paid by your chosen charity
- 5.** Credit card payments: No fee will be charged for credit card payments
- 6.** Cancellation: must be received in writing from you and from Skyline Promotions Ltd and will be taken from the date received. In all cases you will lose the registration fee and insurance cost. Cancellation after a registration has been made will incur the following cancellation fees: More than 42 days prior to departure = 10% of tour costs; 42-29 days prior to departure = 50% of tour costs; 28-15 days prior to departure= 70% of tour costs; 14-4 days prior to departure = 90% of tour costs; 3-0 days prior to departure = 100% of tour costs.
- 6.1** If the 80% minimum sponsorship has not been received by 12 weeks before the event then your place will not be secure and Skyline/STOL reserves the right to cancel your place and you will be subject to cancellations fees as detailed in clause 6.
- 6.2** It is a condition of booking that you complete the forms requested by Skyline: Information Sheet, Medical Questionnaire; Insurance. These must all be completed and returned in full as soon as possible and in any event no later than 12 weeks before departure in order for your place to be secure. Without these forms completed, at 12 weeks we may deem your place cancelled and you will be subject to cancellation fees as details in clause 6.
- 7.** Minimum numbers: Please note that each tour has a minimum number of clients required for its operation. As a result STOL reserves the right to cancel a specific departure for any reason up to 42 days prior to the departure. In these circumstances you will be offered an alternative trip (which may involve an additional payment) or a complete refund.
- 8.** Itinerary: While STOL endeavours to follow the published itinerary there may be exceptional circumstances when it is not possible to do so. Due to the nature of the trip arrangements have to be planned well in advance, so changes may have to be made and STOL reserves the right to cancel or modify the itinerary as necessary. Should a material change be necessary STOL will inform you as soon as reasonably possible. A material change includes, for example, a significant change of destination, route, a change of flight time by more than 12 hours or a change of airport.
- 9.** Challenge Participation and responsibility: We accept your booking on the understanding that you realise the hazards involved in this type of tour, including injury or death, disease, loss or damage to property, and that you come on the tour at your own risk. Other than liability for negligence in respect of death or personal injury, we accept no liability for any injury resulting from the hazards of trekking, cycling or any other activity included in the itinerary, or for any other mishaps to yourself or your property, and in particular as a consequence of flight cancellations, strikes, wars, riots, sickness or other such happenings. Any independent travel arrangements that you make are also at your own risk. Helmets when cycling, and safety equipment supplied for all other activities must be worn correctly at all times.
- 10.** Flight delays: The timings of air, road or rail departures are estimates only. We cannot accept liability for any delay in your flight from or to the UK, whether the cancellation or delay is caused by adverse weather conditions, rescheduling by an airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action. Where long flight delays result in lost challenge time, no refunds are given by hotels or suppliers. Similarly, airlines do not offer compensation for flight delays. In recognition of the above STOL’s travel insurance policy offers some monetary compensation for flight delays over 12 hours to cover lost time or delayed return.
- 11.** Travel and cancellation insurance: Travel insurance is mandatory for all clients whilst on a tour organised by STOL. You travel, together with your personal property including baggage, solely at your own risk at all times. You are wholly responsible for arranging your own insurance. If you choose not to take out STOL’s specially arranged Travel/Cancellation insurance you are responsible for ensuring that you have adequate private travel insurance, with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you make your own arrangements you should ensure that there are no exclusion clauses limiting protection for the type of activities included in the tour. You should satisfy yourself that any travel insurance arranged through STOL meets your requirements and you should arrange supplementary insurance if need be. You will be deemed to have read the insurance cover. We require details of cover no less than three months before departure. We reserve the right to refuse participation without proof of insurance.
- 12.** Medical Form: We require a completed medical questionnaire from each participant. If you are aged over 65 years of age or if you have any medical condition that could be adversely affected by exercise, particularly a heart or lung condition, you must provide us with a medical certificate from your doctor. By accepting these terms you are confirming that, to the best of your knowledge, your general state of health is good and that you take full responsibility for your health and personal well-being.
- 13.** Complaints: Should you have a complaint about any of the tour arrangements, you must tell both the relevant supplier and the tour leader at the time. It is only if the tour leader and the relevant supplier know about problems that there will be the opportunity to put things right. Any complaints must be communicated to the tour leader immediately while on tour and to the office no later than seven days after the return of the tour.
- 14.** Costs: The registration fee is fixed and will not increase. STOL reserves the right to increase the tour cost to take account of the following items: government action, currency, transportation costs, including cost of fuel, over flying charges and increase in airfares. The company will absorb the sum equal to 2% of the cost excluding insurance premiums. Your chosen charity will have to pay any sum in excess of 2% up to 12% of the tour cost whereby the client has the right to cancel within seven days of notification. No surcharge will be levied within 42 days of departure. The event cost is based on the exchange rate prevailing at the time of quoting.
- 15.** Equipment: Clients taking their own equipment and bike on tour are responsible for any charges for transportation levied by the airline including excess baggage.
- 16.** Participants: STOL reserves the right on reasonable grounds to refuse participation to anyone at any time without having to disclose the reason. Your entitlement to participate depends on our being satisfied that there are no circumstances under which we ought properly to decline your participation. Our decision on your participation shall be final and binding. We however will not exercise this right without having clear grounds to do so. In any circumstances where we decide that you may not participate your registration fee and insurance premium will be refunded to you in full.
- 17.** Refunds and compensation: If you cancel your travel arrangements or the event is otherwise cancelled for any reason, no refund will be payable to you as your sponsorship was raised for charitable purposes. Accordingly, we will pay your chosen charity any balance of the tour costs paid to us after deduction of cancellation charges which have been detailed in paragraph 6. If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel insurance, you hereby agree that you will co-operate in the recovery of these charges from the insurers and any sums recovered under the policy will again be paid to your chosen charity. Except in respect of damages awarded to you by a court, you hereby irrevocably assign to your chosen charity all rights you now or in the future may have to receive funds or compensation arising from cancellation of the event or alteration to the tour arrangements and irrevocably authorise us to pay such monies to your chosen charity.
- 18.** Minimum age: Participants must be over 18 years of age, unless otherwise agreed by STOL.
- 19.** Passport, vaccinations and visas. You are responsible for arranging, and must be in possession of, a valid passport and any visas and vaccination certificates required for the whole of your journey. Information given by STOL about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith, but without responsibility on STOL. It is your responsibility to obtain any necessary vaccinations for your tour and to do so well before the departure date.
- 20.** Booking form: Completing your registration form signifies your agreement to abide by the authority of the leader, who represents STOL. The decision of the leader as to the conduct, itinerary and objectives of the tour is final. If in the opinion of the leader, your behaviour or physical condition is detrimental to the safety, welfare and wellbeing of the group as a whole or that your general well-being will be put at risk by continuing with the Open Challenge, you may be asked to leave the tour without the right to any refund for unused services.