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. If you have completed the registration form and Skyline has accepted your application for registration, you will:
   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 has given you written permission from your choice of charity to take part in 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.

12. 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 normal administration fee.

13. You will only be entitled to take part in the event if:
   13.1 you 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.

14. 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.

15. 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.

16. You agree not to use fundraising materials other than those supplied to you by Skyline and the charity for the purposes of the event.

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.
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 abide by these 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 website at 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 repay your reputation 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 Your ATOL number is ATOL 10069. When you pay your Air Travel deposit we will provide you with an 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 the Air Travel Trust will make a claim under the ATOL scheme (or your credit card issuer where applicable). 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 may have or may have arising out of or relating to the non-provision of the services, including any claims against us relating to any deposit or other sums paid to any other body.

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 may have or may have arising out of or relating to the non-provision of the services, including any claims against us relating to any deposit or other sums paid to any other body.

3. 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 cancellation fees as detailed in clause 6.

4. The completion of the Medical Form requested by Skyline: Information Sheet, Medical Questionnaire; Insurance. These must all be completed and returned by 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 detailed in clause 6.

5. 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.

6. 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 made 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.

7. 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, lost 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.

8. 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, airline authority and/or action by air traffic controllers, mechanical breakdown or industrial action. While 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 monitory compensation for flight delays over 12 hours to cover lost time or delayed return.

9. 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.

10. STOL will provide you with 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.

11. 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 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 any refund for unused services.