

## CHARITY AGREEMENT – TREKFEST CHALLENGE 2018

The terms and conditions in this agreement apply to all bookings for the TrekFest Challenge made through Global Adventure Challenge Limited (Company No. 04518582) whose registered office is at 2 Hilliards Court, Chester Business Park, Wrexham Road, Chester, CH4 9QP ('GAC')

### Definitions:-

1. **Agreement** – the information contained in this document, the Participant's Booking Conditions, and the TrekFest Websites ([www.TrekFest.org.uk](http://www.TrekFest.org.uk));
2. **Participant Booking Conditions** – the Agreement made between GAC and each Participant taking part in the TrekFest Challenge;
3. **Challenge** – TrekFest Peak District 1<sup>st</sup> September 2017
4. **Challenge Balance** – the price per Participant as specified in clause 5.2;
5. **Challenge Documents** – the documents containing details of each Challenge, including itinerary, kit lists, further information;
6. **Challenge Manager** – the person who manages the TrekFest Challenge on behalf of GAC;
7. **Charity** – the charity or organisation chosen to receive sponsorship raised by a Participant;
8. **Charity Booking Form** – the form to be completed if a Charity wants to pre-book places on the TrekFest Challenge;
9. **Force Majeure** – an act of war, threat of war, civil strife, natural, man-made or nuclear disaster, industrial dispute, terrorist activity, adverse weather conditions, fire or similar events beyond the reasonable control of the parties;
10. **TrekFest Challenge** – the event chosen to be undertaken by each Participant;
11. **TrekFest Websites** - [www.TrekFest.org.uk](http://www.TrekFest.org.uk);
12. **Minimum Sponsorship** – the minimum sum specified by GAC in the challenge documents to be paid to the Charity by the Participant before being able to participate in the Challenge;
13. **Participant** – any person undertaking a Challenge on behalf of the Charity;
14. **Payment Option A (POA)** – participants who register for the Challenge and whose Challenge is paid for out of Sponsorship raised, as detailed in Booking Conditions;
15. **Payment Option B (POB)** – participants who register for the challenge and are self-funders, as detailed in Booking Conditions;
16. **Payment Option C (POC)** – Payment Option C – Discounted Self-Funding Option whereas the participant pays the challenge costs at the time of registration;
17. **Sponsorship** – finances provided by sponsors to each Participant for the benefit of the Charity;
18. **Suppliers** - a company/person not employed by GAC who provides services regarding the Challenge

### 1. Participation

**1.1** Any Participant registering for the TrekFest Challenge will undertake that they accept the Participant Booking Conditions – TrekFest Challenge. The Participant Booking Conditions in conjunction with the Challenge Documents, and the TrekFest Websites form the entire agreement between the Participant and GAC.

**1.2** For full details, including but not limited to participation, Sponsorship, payment options, and risks please see the Participant Booking Conditions – TrekFest Challenge and the TrekFest Website.

### 2. Method

**2.1** Insofar as they may relate to GAC in connection with this Agreement, GAC agrees to observe all applicable rules of law, bye-laws, statutes and other legal requirements including

without limitation regulations imposed on us by the Charitable Institutions (Fundraising) Regulations 1994, and the Charities Act 1992.

**2.2** The copyright and all intellectual property rights in all literature and art-work designed or produced by or on behalf of GAC in relation to the TrekFest Challenge and all knowledge and know-how in connection with the concept of the TrekFest Challenge will belong to and will remain the absolute property of GAC. GAC hereby grants to the Charity a non-exclusive, royalty-free licence to use such intellectual property rights for the purpose of this Agreement ("IP Rights").

**2.3** If the Charity creates promotional materials from media provided by GAC, the Charity agrees that it will only use photographs provided by GAC exclusively for the promotion of the TrekFest Challenge.

**2.4** In the event that GAC ceases to receive the benefit of any licence to use images which are the subject of third party rights. GAC will inform the Charity, and the Charity will not reprint the images for the TrekFest Challenge on any further promotional materials. GAC will not be responsible for any expense incurred as a result of the Charity having to change its promotional literature.

**2.5** If promotional materials are to be created by the Charity, GAC may provide relevant photographs.

**2.6** The Charity must receive written consent of final proofs from GAC, before printing.

**2.7** The Charity and GAC will comply with the provisions of the Data Protection Act 1998.

### **3. Obligations of the Charity**

**3.1** The Charity acknowledges that GAC shall have (acting reasonably and after consulting with the Charity) the final decision on whether to allow a Participant to participate on the TrekFest Challenge.

**3.2** The Charity will pay any invoices owed to GAC in respect of the Agreement, within fourteen days from the date of each invoice. The cost to GAC of the TrekFest Challenge may alter, to allow for changes in costs by any government action including but not limited to new or increased taxes such as VAT, or significant changes in the cost of fuel, or if the number of participants is less than the minimum number required. Under these circumstances GAC reserves the right to increase the Challenge Balance payable by the Charity (under POA as defined in the Participant Booking Conditions – TrekFest Challenge) from the quoted price.

**3.3** Where GAC notifies the Charity (under POA) of a price increase above the full cost, and the Charity has not within 14 days notified GAC in writing that the Charity accepts the same, GAC may terminate this contract.

**3.4** The Charity must treat as confidential all information concerning the TrekFest Challenge and/or GAC, which the Charity acquires in consequence of or in connection with this Agreement or the TrekFest Challenge or any subsequent or future agreement or challenge between the Charity and GAC.

### **4. Termination**

**4.1** This Agreement will continue until terminated by one month's written notice given by one party to the other, or in any of the circumstances detailed in clause 4.2.

**4.2** Either party may terminate this Agreement at any time by notice to the other party:-

**4.2.1** in the event of any national emergency in the United Kingdom including Force Majeure, prohibitive government regulations or any other cause beyond the control of GAC, or any of our agents or suppliers, which would render performance of this Agreement impossible;

**4.2.2** in the event that GAC or the Charity is in breach of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within 14 days of receipt of written notice to do so;

**4.2.3** if either party goes into liquidation or has a receiver appointed over any of its assets or undertaking or compounds with its creditors.

## **5. Costs**

**5.1** Notwithstanding termination of this Agreement and subject to clause 7.4 the Charity acknowledges that GAC shall retain the Registration Fee as defined in the Challenge Documents.

**5.2** If the Participant has chosen POA, the Participant must pay the Registration Fee on registering and raise the minimum amount of sponsorship as shown below. GAC must receive from the Charity confirmation that the Participant has provided to them 50% of the minimum sponsorship and pledges for the remaining 50% at least six weeks prior to the start date of the TrekFest Challenge. If the participant has successfully raised the minimum sponsorship, the Charity will pay the Challenge Balance no later than four weeks prior to the start date of the TrekFest Challenge as detailed below:

### **50km Route**

Minimum Sponsorship: £330 per participant

Challenge Balance: £100 per participant

### **25km Route**

Minimum Sponsorship: £180 per participant

Challenge Balance: £55 per participant

**5.3** If the participant has chosen POB, they must pay the Registration Fee on registering, and must pay the Challenge Balance (as stated above) and if applicable any price increase, at least four weeks prior to the start date of the TrekFest Challenge.

**5.4** If you have chosen POC, you must pay the Registration Fee and Challenge cost on registering and if applicable and price increase. GAC reserves the right to treat any arrangements as being cancelled by you if such payment is not received.

**5.5** The amounts quoted on the TrekFest Website are correct at the time of printing, but may be subject to alteration.

## **6. Complaints**

**6.1** Any dispute or difference between the Charity and GAC arising out of or in connection with the Agreement which is unable to be resolved within 28 days of written complaint being received, shall be referred to a single mediator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Law Society of England and Wales.

**6.2** Unless agreed otherwise, the parties shall share equally the costs of the mediation.

## **7. Cancellation by GAC and our Liability**

**7.1** GAC does not accept responsibility in respect of death, bodily injury or illness of any person taking on the TrekFest Challenge, except when caused by the negligent acts and/or omissions of GAC's employees, agents, sub-contractors or suppliers while acting within the scope of or in the course of their employment, agency, contract of supply or sub-contract. Although where the services in question consist of carriage by air, by sea, or rail or the provision of accommodation, the limit of GAC's liability shall be as provided for under applicable law and/or international convention.

**7.2** GAC do not accept any responsibility for disruption, inconvenience or alteration to the TrekFest Challenge due to problems caused directly or indirectly by computer problems, where these problems are not GAC's fault or the fault of GAC's suppliers or could not have been avoided even though all reasonable care has been taken.

**7.3** Most Participants complete the TrekFest Challenge they undertake. However, if they are obliged to cut their TrekFest Challenge short due to ill-health or for any other reason, there is no refund of the challenge costs. Any additional accommodation costs and/or transfer fees are the responsibility of the Participant.

**7.4** GAC reserves the right in any circumstance to cancel the TrekFest Challenge. However, in no case will GAC cancel the TrekFest Challenge less than four weeks before the

scheduled challenge start date unless it is for reasons outside of GAC's control or as a consequence of an event of Force Majeure. If GAC have to cancel the TrekFest Challenge before the scheduled start date, it will subject to the terms of this Agreement offer the Participant a full refund of the Registration Fee, being the only recompense which will be due.

**7.5** Subject to Regulation 14 of the Package Travel Regulations, GAC reserves the right to cancel or curtail the TrekFest Challenge or the participation of any Participant in the Challenge at any time if in the reasonable opinion of GAC or the Challenge Manager it would be unsafe or would risk the health of any Participant to commence or continue with the TrekFest Challenge.

**7.6** If GAC are forced to curtail a TrekFest Challenge through or as a consequence of an event of Force Majeure, GAC will only be liable to make a refund to the Charity where GAC obtain a refund or compensation from its suppliers; otherwise GAC is not liable to pay any compensation or be responsible for any costs or expenses which the Charity incurs as a result.

**7.7** GAC shall not be liable to the Charity in any circumstances for non-collection or receipt by the Charity of any donations or Sponsorship whether or not the TrekFest Challenge is cancelled or curtailed or the itinerary is changed.

**7.8** GAC's liability to the Charity shall be limited to the maximum cover available under GAC's insurance policies which is £10,000,000. GAC warrants that it shall maintain such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under this Agreement including without limitation public liability insurance.

## **8. Cancellation by Charity or Participant**

**8.1** If a Participant's participation on the TrekFest Challenge is cancelled by the Participant or the Charity, the following cancellation terms will apply:-

<b>Period before departure</b>	<b>Cancellation Charge</b>
Before 28 days	0% of Challenge cost
28 days to 16 days	50% of Challenge cost
15 days to 7 days	70% of Challenge cost
Within 7 days	100% of Challenge cost
Departure date or no show	100% of Challenge cost

**8.2** The Charity will pay the above cancellation charges if participants have registered for the TrekFest challenge under POA.

**8.3** The participant will pay the above cancellation charges when registered for the TrekFest challenge under POB and POC.

**8.4** Any cancellation must be communicated to GAC in writing. Cancellations are only effective from the day that they are received by GAC.

## **9. If GAC amends the itinerary**

**9.1** On any TrekFest Challenge the itinerary may be and often is changed at short notice due to changing weather patterns, wildlife movements and other factors out of GAC's control. While GAC will make all proper and reasonable efforts to maintain the advertised itinerary, GAC do not guarantee that it can keep to the intended itinerary and GAC therefore reserves the right to amend the itinerary of the TrekFest Challenge as and when it may become necessary to do so. If GAC are required to change the itinerary during the TrekFest Challenge, the Event Manager will acting reasonably arrange the best alternative. This decision will rest on the sole judgement of the Event Manager. The decision of the Event Manager is final in such circumstances.

## **10. Documentation**

**10.1** The information in the Agreement and in the documents supplied to the Participant is

correct at the date of print.

## **11. Assignment**

**11.1** GAC may not assign or sub-contract its rights and obligations hereunder without the consent of the Charity and the Charity may not do so without the prior written consent of GAC.

**11.2** No person who is not party to this Agreement (including any employee, officer, agent, representative or sub-contractor or either party) shall have a right to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this paragraph.

## **12. Terms of the Contract**

**12.1** This Agreement contains the whole of the terms agreed between the parties. No prior representation by either party shall be deemed to form a part of this Agreement. GAC has provided information to the Charity in good faith. Insofar as the law allows, GAC shall not be liable for any misrepresentation.

**12.2** No employee of GAC other than a director has authority to vary or omit any of these terms or promise any discount or refund with regard to the cost of the TrekFest Challenge. Any such amendments may only be made in writing.

**12.3** This Agreement shall be governed by and construed in all respects in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.