

TRAVELEYES

S H A R E T H E A D V E N T U R E

Charity Challenge Participant's Terms & Conditions

Membership:

All participants on our challenges must first become members, and as such should have completed a registration form either online or by post. There is currently no charge for membership. We reserve the right to decline or cancel membership at any time.

How to book a Challenge:

The person booking the challenge must be aged 18 or over, and is responsible for making all payments to Traveleyes and to their chosen charity. Your contract with us will come into existence when we receive your participant registration fee. You will receive booking confirmation within 7 days of payment, this will include an invoice. There are two steps required to complete the booking process:

Step 1: Pay a non-refundable registration fee of £350 per person to Traveleyes.

Please note the full cost of an alternative or additional flight (where relevant) must be paid immediately.

This registration fee will be used to cover the costs of the trip.

Please note we do not accept payment made through Paypal, American Express or credit card.

Step 2: Fully complete the booking form. You can do this online or you can contact us and we will send you a form in the post.

Travellers may be required to provide a copy of their police records check / employers reference.

Ensure you have appropriate travel insurance – for all challenges outside the UK, it is a condition of travel that you have comprehensive travel insurance to cover you in the event of an emergency. We strongly encourage you to arrange your insurance immediately after booking – we can refer you to a reputable insurance provider if you wish.

Incomplete booking forms will be returned, and where information is incorrect or withheld, or where medical declarations are not available, we will be absolved of any liability, and reserve the right to cancel your booking and retain any payment received. We reserve the right to refuse any

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booking at our discretion. We also reserve the right to cancel any booking due to unacceptable behaviour.

Payment

Full payment of the total sponsorship must be made twelve weeks prior to departure of the challenge. Traveleyes will provide an invoice to your chosen charity 12 weeks prior to the challenge's departure.

Each participant will agree to raise the minimum sum specified. For a Traveleyes charity challenge this minimum sum must be at least 80% of the sponsorship level per participant. If 80% minimum sponsorship has not been received by your chosen charity 12 weeks before the event to cover the costs of the challenge the participant's place will not be secure and Traveleyes reserves the right to cancel the participant's place and they will be subject to cancellation fees as detailed below.

Each participant will attempt to raise for the charity the specified sponsorship level as listed in the itinerary, and you will use all reasonable endeavours to collect such sum and all additional sponsorship pledged is made payable to the charity or added to an online fundraising page.

Visually impaired travellers who participate in the challenge have the option to pay the cost price of the challenge without fundraising. If visually impaired travellers wish to fundraise for the chosen charity in order to participate in the challenge then they must fundraise a minimum of 80% of the sponsorship level.

The total cost of the trip is 50% of the sponsorship level. It is from this cost that cancellation fees will be calculated.

1. Confirmation and Invoice: An invoice will be issued with the confirmation of your registration fees. It will show the date on which the cost of the challenge is due, which must have been paid to your chosen charity 12 weeks prior to the start of the challenge. If we are unable to confirm your booking, we will immediately refund any payments you have made to us. Please check the confirmation invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if you do not tell us about any mistake in any documents within 14 days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

2. Late Bookings: If the booking is made within 12 weeks of the challenge start date, it is deemed a late booking and the contract between us comes into effect upon your confirming to us the acceptance of the arrangements and our receiving full payment.

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3. Late Payments: If the Registration Fee and / or balance is not paid in time we may cancel your booking. If the balance is not received by your chosen charity, we will retain your Registration Fee and will also require cancellation charges as detailed in the section below marked 'Cancellation Charges'.

Price:

All prices shown on the Traveleyes website and in the Traveleyes brochure for both visually impaired travellers and sighted travellers are per person, and generally include flights from a specified UK airport, transfers, accommodation, specified challenges and specified meals. They do not include transport to and from your departing airport before joining the Traveleyes challenge.

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen challenge including any flight supplements, or additional facilities which you have requested.

If you change or cancel your challenge:

You may cancel your challenge at any time. Written notification from the lead passenger must be sent, either online (contact us) or by post. The date of cancellation will be the date of receipt of written notification to cancel (not the date of verbal notification by telephone). As we incur costs from the time we confirm your booking, you will be required to pay the applicable cancellation charges as shown in the section below marked 'Cancellation Charges'.

If a participant cancels their travel arrangements or the challenge is otherwise cancelled for any reason, no refund will be payable to the participant as their sponsorship was raised for charitable purposes. Accordingly, we will pay the charity any balance of the challenge costs paid to us after deduction of cancellation charges which have been detailed below. 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 the charity. Except in respect of damages awarded to you by a court, you hereby irrevocably assign to your 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 challenge arrangements and irrevocably authorise us to pay such monies to the charity.

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Cancellation Charges: Please note that your participant registration fee is non-refundable from the time of booking.

PERIOD BEFORE DEPARTURE WHEN WRITTEN CANCELLATION IS RECEIVED)	CHARGE AS A PERCENTAGE OF THE FULL CHALLENGE COST
UP TO 12 WEEKS	REGISTRATION FEE
BETWEEN 6-12 WEEKS	50%
BETWEEN 0-6 WEEKS	100%

NB: You may be able to make a claim under your travel insurance policy if your cancellation falls within the provisions of the policy.

If we change or cancel your challenge:

Amendments: We start planning our challenges many months in advance. Whilst every effort is made to ensure the accuracy of your booking, amendments will sometimes be necessary. Most changes will be minor, but occasionally we have to make a significant change.

Itinerary: Traveleyes 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 promotional material. There may be exceptional circumstances when it is not possible to do so. Due to the nature of the challenge arrangements having to be planned well in advance, changes may have to be made and Traveleyes reserves the right to cancel or modify the itinerary as necessary. Should a material change be necessary Traveleyes 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, a change of airport or change of the dates of departure and return.

Minimum Participation: Traveleyes challenges are planned with a minimum expected participation level of 10 fundraising participants. If this minimum expected participation is not reached 90 days prior to the challenge's departure then Traveleyes reserves the right to cancel the challenge. If Traveleyes cancels because of low participation then you are eligible for the refund of your registration fee.

Cancellation: We reserve the right in any circumstances to cancel your challenge arrangements. Operation of all challenges is dependent on a minimum number of persons booking the challenge. If

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that number is not achieved, we reserve the right to cancel the challenge and you can either have a refund of all monies paid or accept an offer of alternative challenge arrangements if available. We will not cancel your challenge within 4 weeks of departure date unless we are forced to do so as a result of circumstances outside our control (e.g. war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, technical problems with transport, closure of airports, changes of schedules by scheduled airlines, adverse weather conditions, fire and all similar events outside our control).

We regret we cannot accept liability or pay any compensation in these circumstances. We also reserve the right to cancel the challenge of any guest who persistently displays unacceptable behaviour during their stay. In this instance, payment for the challenge will be retained.

If your health, level of fitness or conduct at any time before or during a challenge is endangering, or appears likely to endanger, your health or wellbeing or that of any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the challenge, you may be excluded from all or part of the challenge without refund.

Very rarely, for reasons outside our control (as mentioned above), we may be forced to change or terminate your challenge after departure. This is extremely unlikely but if it does occur, we regret we will be unable to make any refunds (unless we obtain them from our suppliers).

Until you have received your challenge information pack confirming your challenge itinerary, we strongly recommend that you do not make travel arrangements to your point of departure and/or connecting travel that is non-refundable or non-changeable or incurs penalties. This also applies to any costs in respect of visas or vaccinations. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

Under European law (European Community Regulation (EC) No. 261/2004), you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation of and delays to flights. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your challenge is the responsibility of your challenge airline and will not automatically entitle you to reimbursement of the cost of your challenge from us. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 020 7453 6888 or at www.caa.co.uk.

Surcharges (after booking): Once you have booked your challenge, the price of your challenge travel arrangements may be varied due to changes in transportation costs such as fuel, scheduled airfares and any other airline cost changes which are part of the contract between airlines (and their agents) and the challenge operator or organiser, and also in respect of government action such as changes in VAT or any other government imposed changes. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, and any amendment charges, will be absorbed by Traveleyes.

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If this means paying more than 10% on the challenge price you will be entitled to cancel your challenge with a full refund of all monies paid, except for any prepaid airfares or amendment fees, as long as you put your intention in writing within 14 days of the issue date of our amended invoice.

If prices drop due to any of the above reasons or unforeseen circumstances then we will also pass this reduction in cost on to your booking (up to 10%).

Complaints:

If you have a complaint whilst on the challenge, we will endeavour to find appropriate solutions. If you wish to make a complaint upon your return please contact us at the earliest opportunity (within 28 days):

Email

info@traveleyes-international.com

Or post to the following address:

Traveleyes,

PO Box 511,

Leeds,

LS5 3JT

Liability:

We accept responsibility for ensuring that the challenge arrangements you book with us are supplied as described in our latest promotional material and that the services offered reach a reasonable standard. If any part of your challenge is not provided as promised (this does not include changes categorised under the section titled "If we change or cancel your challenge", or changes that you were informed of beforehand), or if any damage is caused to you by our failure to perform the contract, we will accept liability. As such we may compensate you if we agree that this has affected the enjoyment of your challenge. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We are not liable when:

Failure to perform the contract is attributable to a third party not connected with the provision of your challenge.

Unusual and unforeseeable circumstances occur which are beyond our control, examples of which are mentioned above.

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NB: We will not be responsible where you do not enjoy your challenge or suffer any problems due to a reason which you did not tell us about when you booked your challenge or where any problems you suffer did not result from any breach of our contract or other fault of ourselves. Also, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website or in our brochure and we have not agreed to arrange them. It is a condition of the acceptance of liability that you notify us of any complaints at the earliest possible opportunity. It is a condition of the acceptance of liability that you notify us of any complaints at the earliest possible opportunity.

Where any payment is made to you or any members of your party, that person must assign to ourselves, or our insurers, any rights they may have to pursue any third party. They must furthermore agree to co-operate fully should our insurers, or we, wish to enforce those rights. This includes our employees (providing they were at the time acting within the course of their employment), and also our agents or suppliers (providing the circumstances were beyond their control, as mentioned above).

Special Requests:

If you have any special requests for type of accommodation, special diets etc, please inform us at the time of booking. We cannot guarantee that your requests will be met, but we will endeavour to help. Failure to meet any special request will not be a breach of contract on our part.

Passports, Visas and Health Requirements:

You will require a valid passport for all overseas challenges. If you are a British citizen and do not have a passport, you should enquire at your main Post Office or visit <https://www.gov.uk/browse/abroad/passports> at least three months before departure. You must check the up to date position of passport, visa and health requirements before departure. Passport, visa and health requirements applicable to British citizens are shown on the Foreign and Commonwealth Office website (<https://www.gov.uk/foreigntraveladvice>).

If you are a non-British resident, please contact the appropriate organisation for passport and visa information.

It is your responsibility to ensure you are in possession of all necessary and valid travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept liability if you are refused entry on to any transport or into any country due to failure on your part to carry correct documentation.

You must check the health requirements of the country you are visiting six weeks before you travel, and if you 're travelling within the EU, you should take with you an EHIC (European Health Insurance card) which has replaced the E111 form. As a UK resident, you're entitled to free, or reduced, state

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healthcare when you visit a European Union country (see UK Department of Health leaflet "HEALTH ADVICE FOR TRAVELLERS", which you can download a copy of from here:

http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/@dh/@en/documents/digitalasset/dh_4135858.pdf

From 1 January 2006, E111 forms are no longer valid. You can apply for a European Health Insurance Card (EHIC) by phone (0845 606 2030) by post (with a pre-addressed envelope from the Post Office), or online (free of charge) at <https://www.ehic.org.uk/Internet/home.do>.

You will need to give your name, date of birth and National Insurance or NHS number.

Flights:

You will not normally be issued with tickets unless we have arranged a different flight for you. The flight timings given in your Challenge Information Pack are for general guidance only and are subject to change. You must check your flight details very carefully immediately on receipt to ensure you have the correct information. It is possible that flight times may be changed even after the Information Pack has been dispatched – we will contact you as soon as possible if this occurs. Any changes to airline, aircraft type, flight times and airport of destination will not entitle you to cancel or change to other arrangements without paying our normal charges.

Independent Suppliers:

Some of the services which make up your challenge are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

Your Financial Protection:

Traveleyes LTD holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 6600). When you buy an ATOL protected flight or flight inclusive challenge 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.

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

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holder, in which case you will be entitled to 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 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.

For further information, visit the ATOL website at <http://www.atol.org.uk/>.

Brochure/Web Accuracy:

All information contained on our website or in our brochure is correct at the time of publication. Please remember, however, that although we check our website and brochure regularly and endeavour to ensure that they are accurate at all times, there may be occasions when certain information shown is no longer accurate. In this instance we cannot be held responsible for any subsequent necessary amendments to your booking – therefore you should check all details of your chosen challenge and travel arrangements prior to booking.

Images:

Clients agree that any images taken by Traveleyes of their likeness whilst a participant on our challenges or through the supply of image(s) by fellow clients can be used in any form of Traveleyes media. We understand that some people may not wish their image or likeness to be used and we are happy to accommodate this if informed in advance of the challenge.

Customers with additional needs, other than blindness:

Traveleyes is a unique, specialist company which was specifically established to extend access to world travel for people with a visual disability. Our challenges are consequently designed, staffed and modelled accordingly. This forms the fundamental nature of our service. We make reasonable adjustments to include customers who have other needs, but we are not able to guarantee that we will always be able to provide for every such need in every case.

Customers with additional needs which we consider to lie beyond our clearly stated specialism (blindness) and / or our coping capacity, may be required to bring their own personal guide with them on our challenge. This must be someone who has a fuller understanding of their specific needs,

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to ensure that they remain comfortable and supported during the challenge, and to ensure that the functionality of the challenge for the rest of the group is not adversely affected.

Traveleyes is not able to fund the price of this guide's challenge, but we will be happy to offer them our generous sighted traveller / guide discount and to involve them fully in the challenge features and activities. It is a crucial requirement that all customers make a full disclosure of any additional needs which they have (other than blindness) before their acceptance onto a Traveleyes challenge, whether or not they believe these to be relevant. Failure on the part of any customer to do so could potentially result in a risk to their health whilst abroad, to the health and safety of our guides and others in the group, and could seriously impair the challenge for all concerned.

Any customer who fails to disclose information regarding their additional needs, prior to acceptance on the challenge, will be held entirely responsible for paying any costs which are incurred by Traveleyes as a result. In some circumstances this may include the cost of an early return flight for that individual, if we decide that this is the appropriate course of action.

This policy is in alignment with our overriding professional obligation to balance inclusivity with safety, functionality and the challenge enjoyment of all.

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