

Your challenge booking is with Go Beyond International Limited, Tingdene House, 21-24 Bradfield Road, Wellingborough, NN8 4HB

Telephone: 07989 850170

Email: admin@gobeyondchallenge.co.uk

These booking conditions set out the terms on which you contract with us, and this contract is made on the terms of these booking conditions, which are governed by English Law and the jurisdiction of the English Courts. If you reside in Scotland or Northern Ireland, you may choose the applicable law and jurisdiction if you wish to.

In these booking conditions, "you" and "your" includes all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Go Beyond Challenge International Limited (company number 14757908). Except where otherwise stated, these booking conditions only apply to challenge and event arrangements that you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "challenge", "event", "booking", "contract" or "arrangements" mean such event arrangements unless otherwise stated.

Key Points

You enter into a booking with us when we issue our booking confirmation/invoice. If you then cancel, there will be cancellation charges. Initially, as a minimum, this may only be the registration fee, but it can go up to 100% of your total challenge costs.

In certain circumstances you may be able to make changes to your booking however charges will apply. We can change and cancel your booking.

We are responsible for providing to you the challenge or event you book, but there are legal limits.

1. Booking

All information provided on the website is, to the best of our knowledge or belief, correct at the time of publication. We will advise you of any changes that are fundamental to the contract, or which we believe will affect your enjoyment of the challenge.

When you make a booking, you will be required to pay a non-refundable registration fee. This will be shown at the time of booking.

You must be at least 18 years old to make a booking. We reserve the right in our absolute discretion to refuse to accept any booking without necessarily specifying a reason.

A contract is made when we accept your booking. If we cannot accept or confirm the booking, any money paid will be promptly refunded.

To be confirmed on the challenge you must have paid in full, returned your completed medical form signed by you and sent us proof of your travel insurance 6 weeks or more before the departure date of the challenge.

2. Payment

We hold your registration fee towards the full cost of the challenge. The balance must be received by us no later than the final payment due date shown on the website. If you do not pay the full cost within the time specified, we may treat your challenge as cancelled by you in which case the cancellation charges shown in point 3 – "Cancellation By You" – will apply.

Registration fee payments

A non-refundable registration fee is paid on booking of a place on a challenge.

Invoice Balance payments: 3 invoices will be sent out and must be paid within the payment dates stipulated on the invoices.

Ways To Pay: We accept payment by bank transfer, for which no levy is charged by us.

Your bank may charge an additional financial processing charge and we cannot be responsible for any such charges.

Please Note: If you are paying from an overseas bank account, we will charge an additional £10 for overseas bank charges incurred by us.

3. Your Challenge Price

- a) Prior to booking, the cost of the challenge will be displayed on the website.
- b) We reserve the right to notify you of any alteration in the advertised or quoted price and any changes in challenge arrangements.

Note: We make every effort to ensure that the most up to date and correct prices are shown on our website. If you do not wish to accept the corrected and actual price of the challenge, we will cancel the booking and provide a full refund of any monies you have already paid.

Accommodation

Single supplements are payable for sole occupancy of a room. In some cases where stated on the challenge webpage, you may be sleeping in a tent, or other accommodation. In some circumstances this will be sharing with more than one other person in a communal dorm or tent for example. We will make every effort to accommodate single room requests, but this can't always be delivered.

4. Cancellation and variation by you

Cancellation By You

If you wish to cancel your challenge or if you fail to pay the full cost of the challenge within the specified time you will be liable, as a minimum, to pay the charges detailed below up to the point of cancellation, in addition to any non-refundable items. Or, in the case of failure to pay, at the date that we deem your booking to have been cancelled. Notification from the person who made the booking must be received at our offices.

The cancellation charge will be calculated according to the date this is received, or the date upon which your cancellation is treated as occurring because of non-payment.

Note: If your cancellation falls within the provisions of your travel insurance policy, you may be able to make a claim that must be made direct to your insurance company.

Cancellation Charges - if you cancel your challenge:

In order to compensate our expenditure, we charge a cancellation fee according to the following scale:

Up to 90 days: Registration fee

89 – 76 days: Registration fee and 35% of challenge costs

75 -63 days: Registration fee and 55% of challenge costs

62 - 49 days: Registration fee and 75% of challenge costs

From 48 days to departure: Registration fee and 100% of challenge costs

If you cancel your booking, the cancellation charges referred to above will apply.

We will observe travel advice provided by the UK Foreign & Commonwealth Office. Should circumstances dictate, we may have to cancel your booking if the performance of your challenge, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be cancelled and for you to receive a full refund.

Variation by You

Booking transfer to another person: You can transfer your existing booking to another person suggested by you. Notice must be received at our offices; this can be by phone, or in writing, either by email or letter from the person who made the booking at least 28 days before departure. The replacement traveller must satisfy and fulfil any conditions that apply to the challenge, and all costs of the original booking, and both you and the new traveller are responsible for paying all costs we incur before the transfer can be made by us. The cost of the transfer will consist of both an administration charge of £50 and any costs which our suppliers impose.

* If you are unable to travel, you may wish to check whether cover is provided for your cancellation within the terms of your travel insurance policy as this may incur less cost to you.

While on a challenge: If you decide to cut short your challenge for your own reasons, or not stay at accommodation that has been booked for you, take any pre-booked meals, excursions or other challenge components, then we are unable to offer you any refund or cover any costs. Depending on

the circumstances, your travel insurance may offer cover for such curtailment, so we suggest that you check the conditions and requirements of your policy.

4. Cancellation And Variation By Us

We start planning the challenge we offer many months in advance. Occasionally, we have to make changes to and correct errors and other details both before and after bookings have been confirmed or cancel confirmed bookings, events or activities. Challenges to remote and, in some cases, underdeveloped parts of the world carry the risk that parts of the challenge may be subject to alterations beyond our control, sometimes at short notice. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Cancellation By Us:

We reserve the right to cancel your booking. We will not cancel your confirmed booking after the final 'balance due' payment date, except for unavoidable and extraordinary circumstances (see Point 5) or failure by you to pay the final balance of your challenge.

Minimum Numbers – This challenge requires a minimum number of participants to enable us to operate it. If the minimum number of bookings required have not been received, we are entitled to cancel it and will notify you prior to the final 'balance due' payment date. Please note that in such cases, we are not able to accept responsibility for any costs you may have incurred, including costs of other travel arrangements made in association with the cancelled challenge.

We are happy to give you an indication at any time of the current number of participants booked on the challenge, but this should not be taken as any guarantee whether the challenge will or will not go ahead as booking numbers can fluctuate.

If the challenge is cancelled, you will have a refund of all monies paid.

Cancellation as a result of Global Travel Disruption

If it becomes necessary to cancel your challenge as a result of global travel disruption, we reserve the right to refund the cost of your challenge in the form of credit for a limited amount of time, to be used against a future challenge with Go Beyond International Limited. If you do not use this credit within that time, a refund would be payable.

Variation By Us:

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it.

Very rarely, we may be forced by 'circumstances beyond our control' (see Point 5) to change or terminate your challenge after departure but before the scheduled end of your time away. This is extremely rare, if this situation does occur, we regret we will be unable to make any refunds (unless we obtain these from our suppliers) or meet any costs or expenses you incur as a result.

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation has been overbooked. If this happens before your departure or on arrival in a location, we will endeavour to provide accommodation of at least the same standard in the same area. If only accommodation of a lower standard is available, we will refund the difference of the price between the accommodation booked and that available.

5. Circumstances Beyond Our Control

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation, reimburse expenses, or cover losses where the performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of 'circumstances beyond our control'. In these booking conditions, 'circumstances beyond our control' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity and its consequences (including suspected terrorist activity and all action taken during any "terror alert"), industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics and pandemics,

unavoidable technical problems with transport, airport or airspace closures, as well as other air traffic management decisions (that may result in long or overnight delays or cancellations), fire, or cancellation and all similar events outside our control. This list is not exhaustive.

Activities – worldwide weather patterns are becoming ever more erratic and unpredictable. If it is not possible to operate the challenge for this reason, we will endeavour to offer alternatives if this is possible. Such circumstances are totally beyond our control and you therefore should proceed with your booking on this basis.

Public Holidays, Sporting & Local Events – In addition to public holidays, many countries host other national or international events or there may be local festivals, which may impact on local/tourist services or travel arrangements, including the reduction or closure of facilities, route diversions etc, during your visit. We have no control over these events, and as dates and details of arrangements are often changeable year on year, it is not possible for us to guarantee to forewarn you of specific details that may be relevant to your challenge, or accept any responsibility for disruption that may be caused. During public holidays, shops, restaurants and tourist attractions may also be closed.

Wi-Fi – Where the provision of Wi-Fi may be indicated in a property description, no guarantee is given or implied that it will be operative during your challenge and its availability is outside our control. Some properties may charge for this service and the areas where it is available may be limited and not necessarily available in guest rooms. In all cases, no compensation or refund will be paid in the event that it is not available for whatever reason.

Dietary Requests & Allergies – even nowadays, in some destinations, basic well-known dietary requirements (such as vegetarian, gluten free etc.) are often misunderstood and seldom catered for adequately, despite the best intentions and assurances from our local operators, hoteliers and restaurateurs. While we are happy to pass on any such requests, we cannot guarantee choice or availability. We cannot accept detailed lists of specific dietary or food preparation requests and are unable to accept any other requests (eg. personal preferences) that are not for medical or religious reasons. Note: Whilst on your challenge it is your responsibility to double check and reconfirm any allergy or dietary requirements directly with the various suppliers.

Other Hotel Guests – it is not unusual for hotels or other accommodation to receive group bookings (sometimes with large numbers) from guests participating in conventions and conferences or other gatherings. At certain times of the year, there may be an influx of groups such as students on organised educational visits (popular during school holidays), associations or clubs. This may result in hotel facilities being much busier than usual or additional demands on hotel staff and services, but we are unable to accept any responsibility for any inconvenience caused by such groups or their activities.

Foreign and Commonwealth Travel Advice, Health, Visas And Documents

a) Your specific passport and visa requirements, and other immigration requirements including, inoculations and health certificates are your responsibility and you should confirm these for all countries to, or through which you are intending to travel and cover all costs for this. Requirements should be checked well in advance of travel and we do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

b) Essential information for British citizens (only), including health, passport and visa requirements along with up to date Foreign Office travel, safety and security advice can be obtained from <https://www.gov.uk/travelaware>. We also strongly recommend that you sign up for the latest email updates as travel and safety information can change at any point without notice.

c) If you are not a British citizen or hold a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country or countries to, or through which, you are intending to travel and consult the relevant authority for the latest travel and safety advice for the destinations you are visiting.

d) We recommend that you consult your doctor well in advance of travel for the latest advice on inoculations and health certificates. You can also obtain the latest health information ahead of travel

by visiting the National Travel Health Network and Centre (NaTHNac) website
<https://www.travelhealthpro.org.uk>.

6. Challenge Participation

It is a condition of participation on our challenges that you agree to accept the authority and decisions of our employees, challenge leaders and agents whilst on a challenge with us. If in the opinion of such a person your health or conduct at any time, before or after departure, appears likely to endanger the safe, comfortable or happy progress of a challenge, you may be excluded from all or part of the challenge and/or we may terminate your challenge, and any additional costs incurred by you as a result of such exclusion will be your responsibility. In the case of ill health, we may make such arrangements as we see fit and recover any resulting costs from you.

7. Our Liability To You

We make every effort to ensure that the challenge arrangements we have agreed to provide as part of our contract with you are delivered with reasonable skill and care. It is the laws and regulations of the country in which the services are actually provided which apply to your challenge arrangements and not those of the UK or your home country and any resulting complaint or claim will be judged on this basis. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as being properly provided. Please note, it is your responsibility to show that reasonable skill and care have not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). Also bear in mind that standards of, for example, safety, hygiene, and quality may vary and services and transport your challenge involves may differ to the stringent standards we are accustomed to in the UK or your home country. Including for example, the absence of seatbelts on coaches contracted outside the UK as this is not always a legal requirement elsewhere.

Challenges involve risks and hazards of travel to and in remote and/or uninhabited areas where injury, illness, death, delay, or unanticipated events may occur as a result of forces of nature, wildlife and adverse weather conditions. Medical services or facilities may not be readily available or accessible in some parts, and the medical facilities that do exist could be of inferior quality compared to what is available at home. In remote regions risks may include but are not limited to: mechanical breakdown of expedition vehicle(s); becoming stranded in remote and/or uninhabited areas; being subjected to rugged terrain and a harsh climate; encounters with wild animals, insects and pests, and the possibility of illness, injury or death therefrom; the uncontrollable and unpredictable behaviour of wild animals in their natural habitat; and dangerous weather and climate conditions.

Note: this entire clause does not apply to any services which do not form part of your contract with us i.e. 'OWN ARRANGEMENTS'. This includes for example, any additional services, including excursions, that you organise independently, or services which your hotel or any other supplier agrees to provide for you where these are not organised by us as part of our contract with you. We recommend that sufficient and appropriate insurance is taken out. In addition, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees, or where we are responsible for them, our suppliers or (3) arises out of use of our services for special projects or research whether in connection with study, employment or otherwise or (4) is connected with any business.

We further advise you, and you agree that in the event of any claim against us, that such claim shall be governed by English Law and Jurisdiction shall lie in any Court of Competent Jurisdiction in the

United Kingdom and you further acknowledge these requirements and waive any objection(s) thereto.

It is a requirement of your booking that you provide us with an emergency contact number while you are away stating your relationship (e.g. family member, neighbour, workplace). This is purely for your benefit in the unlikely event of you becoming ill or incapacitated on a challenge. It is also a requirement that you provide us proof of travel insurance before travelling overseas with us.

We do give details of an insurer that we have found may give you the correct cover for our challenges but you must decide whether this is the correct and adequate with advice given by the insurer or other insurance advisor. We don't give insurance advice or necessarily recommend that this insurer or any insurer is providing you correct and adequate cover. Any contract you enter with the insurance company is a contract between the insurer and you and is not part of any contract with Go Beyond Challenge International Limited. Any complaints, claims or amendments are your responsibility and must be discussed and resolved directly with the insurer.

10. Special Requests And Medical Conditions Or Disabilities

If you have any special requests, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your booking confirmation/invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be provided (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you have any medical condition or disability which may affect your challenge or has any special requirements as a result of any medical condition or disability, you must tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your challenge develops or worsens after your booking has been confirmed.

11. Client Behaviour

When you book a challenge with Go Beyond Challenge International Limited you accept responsibility for the proper conduct of yourself. Go Beyond Challenge Limited reserves the right in its reasonable discretion to terminate the challenge if your conduct is disruptive or detrimental to the enjoyment of other clients, or whose conduct may prejudice the reputation of Go Beyond Challenge Limited with our suppliers or hotel owners. In that situation we shall have no further responsibility or liability to you.

12. Complaints And Assistance On a challenge

If you have any reason to be unhappy with any element of your challenge, we would ask you first to bring this to the our attention, on the spot. If a problem remains unresolved during your challenge you should make a complaint which must be received at our offices within 28 days of the completion of your challenge giving all other relevant information. This can be in writing, either by email or letter from the person who made the booking. We will reply to you within 28 days of receipt of your complaint. Please keep your complaint concise and to the point. If you fail to follow the requirement to report your complaint while on a challenge we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

If you're in difficulty whilst on a challenge and ask us to help, we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault.

The terms of this contract are exclusively governed by English Law and the jurisdiction of the English Courts.

13. Data Protection

In order to enable us to process and fulfil your booking, we will ask you to provide us with personal information including, but not limited to, name, address, email address, telephone number, as well as any special needs, health, medical, mobility or dietary requirements. Go Beyond Challenge International Limited is the data controller of any personal information that you provide to us under the General Data Protection Regulation 2016/679 and the Data Protection Act 2018.

We will pass this information on to relevant suppliers of your travel arrangements such as hotels, and our local team, as necessary to fulfil your contract with us.

We are travelling outside of the European Economic Area (EEA), so your personal information may have to be sent to suppliers and other third parties where controls on data protection may not be as strong as the legal requirements in this country. This may also apply to any sensitive information that you give to us such as details of any health issues. If we cannot pass this information to the relevant suppliers, we cannot properly effect your booking. We will ensure that adequate safeguards are in place before transferring any of your personal information outside of the EEA.

Promotional Material

Go Beyond Challenge International Limited reserves the right to use any photographs and images for Legitimate Interest to promote future challenges taken on this challenge by its employees or forwarded by any person on the challenge or connected to the challenge, on its website, in its social network marketing activities or for use in any other relevant promotional material. Should you wish not to be included in any photographs or videos, please inform us prior to challenge departure.

If you or any member of your party has any medical condition or disability which may affect your challenge or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), you must tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your challenge develops or worsens after your booking has been confirmed.