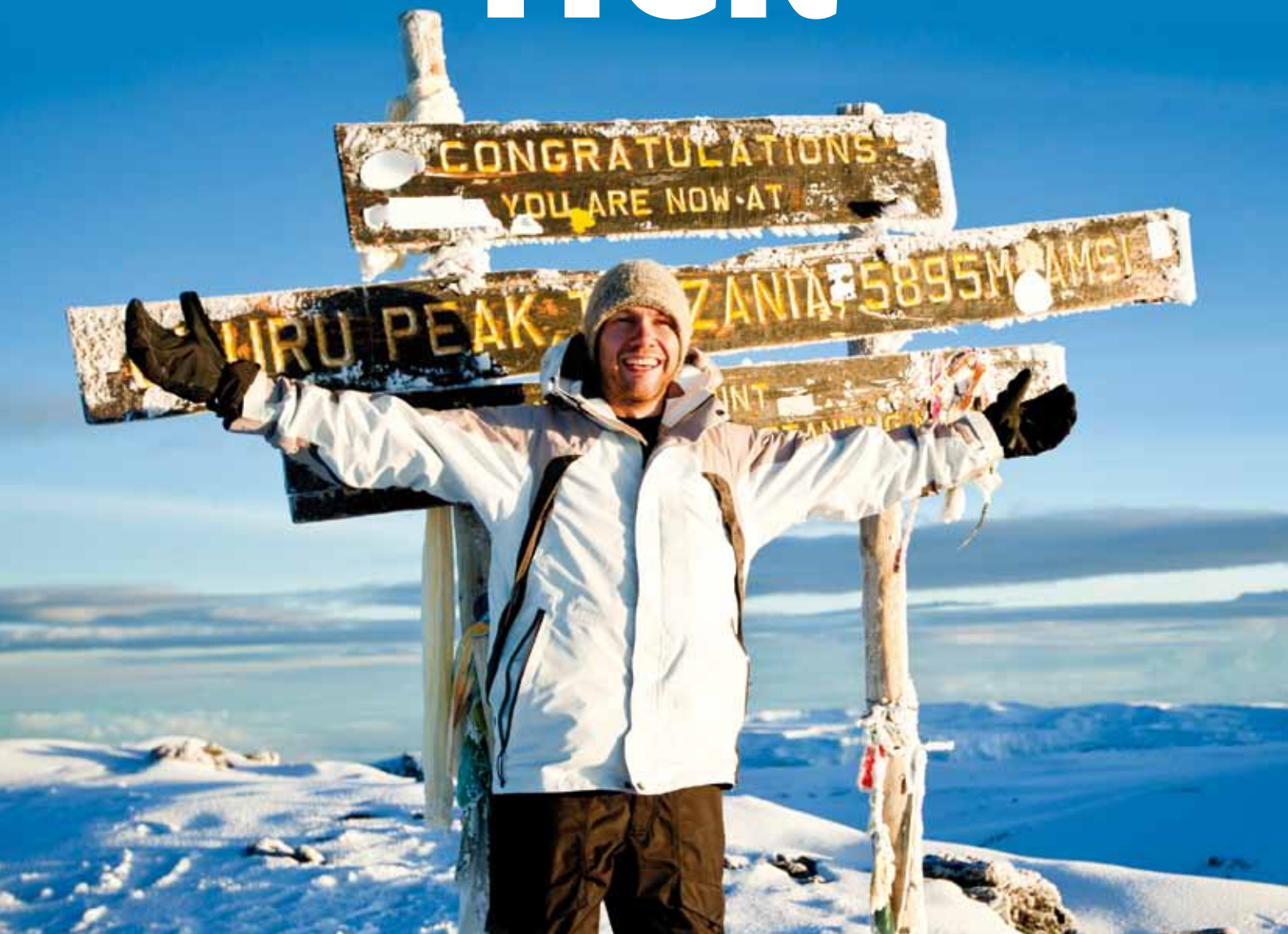


# Mount Kilimanjaro Trek

8-18 February  
2013



**Trek to the summit of the world's highest free-standing mountain and raise funds for the charity of your choice**

For more information and to register online:

[www.actionforcharity.co.uk](http://www.actionforcharity.co.uk)

01590 646410 | [events@dreamchallenges.co.uk](mailto:events@dreamchallenges.co.uk)

[dreamchallenges](http://dreamchallenges)





# Mount Kilimanjaro Trek

8-18 February 2013

[www.actionforcharity.co.uk](http://www.actionforcharity.co.uk)

dreamchallenges

## This is an opportunity to share a challenge of a lifetime.

If you have any questions or need further information please telephone the Dream Challenges events team on **01590 646410** or e-mail [events@dreamchallenges.co.uk](mailto:events@dreamchallenges.co.uk)

Join us for a once in a life-time trek to the summit of Mount Kilimanjaro and raise funds for the charity of your choice. At 5896m Mt Kilimanjaro is the highest mountain in Africa and is rightly referred to as 'the roof of Africa'.

Our stunning trek to the summit will be via the quieter Lemosho Route, which affords plenty of time to acclimatise to the high altitude. Our experienced mountain guides will lead you through the Lemosho Glades and up through pristine rainforest

full of exotic flora and fauna. Ascending further sees the scenery change to barren lunar type landscapes as you trek across the Shira Plateau. The route will take you via the southern flank of the mountain on the Barranco Wall. Summiting Uhuru Peak is achieved after trekking across scree and boulder strewn slopes and ice covered glacial landscapes.

**Join us today for what is sure to be a life-changing experience.**





# Mount Kilimanjaro Trek

8-18 February 2013

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Trek the highest free-standing mountain in the world and raise funds for the charity of your choice

## The Itinerary Mount Kilimanjaro - Lemosho Route

### DAY 1 LONDON – Arusha Kilimanjaro International Airport

We depart London and fly to Arusha, Tanzania

### DAY 2 ARUSHA

We arrive in Arusha and are met by our local ground handler for a short transfer to our hotel in Arusha where there will be an event briefing and kit check after lunch. The afternoon is free to relax before the start of our trek the following morning.



### DAY 3 RAIN FOREST BIG TREE CAMP (4 HRS)

After an early breakfast at the hotel we transfer to Londorosi gate for registration and on to our start point at Lemosho. Here we meet our mountain guides and support crew and then take a short warm-up trek to our lunch stop. After lunch we start the trek through the rainforest to your first camp at around 2,000ft / 2440m. The rainforest is an unspoiled and exciting wilderness rich in Flora and Fauna. We overnight at the Big Tree Camp.

### DAY 4 SHIRA ONE (SHIRA CALDERA) (6HRS)

Today is a relatively easy day for acclimatization purposes with a height gain of around 2,000ft / 610m. It takes us to a beautiful wilderness camp unvisited by the majority of trekkers just outside the Shira crater where we overnight at around 10,000ft / 3,050m.



### DAY 5 SHIRA ONE TO MOIR HUT (6HRS)

We trek further into the Shira Caldera, a high altitude desert plateau rarely visited by man. Strong walkers may wish to visit Jonsell Point 13,000ft / 3,280m which is the highest point on the Shira crater ridge. The detour helps with the acclimatization. Shira is the third of Kilimanjaro volcanic cones. You will camp at Shira one 11,500ft / 3,500.

### DAY 6 BARRANCO WALL ( SOUTHERN FLANK) (7-10HRS)

A superb day's trekking crosses the southern flank of Barranco Valley to the camp at Barranco Wall. We camp at 12,900ft/ 3,900m and although only 400ft higher than your previous night's camp the walk has taken you to over 4,400m offering valuable altitude acclimatization. The camp at Barranco is one of the most spectacular on Kilimanjaro.

### DAY 7 BARAFU RIDGE

You will start early, making your way to Barafu Ridge camp 15,090ft / 4,600m. The trek up Barafu Ridge is tough due to the altitude. Rest in the afternoon is followed by an early dinner and rest until midnight when we start the final push to Kilimanjaro summit.

### DAY 8 SUMMIT DAY!

We start our summit day at midnight and after a few hours trekking in darkness the rising sun eventually lights our way. We aim to be able to reach Stella Point, at 18,865ft / 5,750m on the crater rim, just after dawn from where we can watch the sun rise across the African Plains. After a short rest we continue on for another hour or so to Uhuru Peak at 19,340ft/5895 meters. After the customary photo taking Ceremony at the Top of Africa you will then descend to Barafu Camp for lunch. After lunch you will then descend to Mweka Hut where we overnight. This will definitely be one of the toughest days that you will experience.



### DAY 9 DESCEND TO MWEKA GATE (4-6HRS)

Today you will walk down through the beautiful rainforest to Mweka Gate. The tough times are not quite over, as this is a relatively steep wilderness route where the track is muddy, rutted and sometimes overgrown with tree roots. We reach the gate in time for a picnic lunch, presentation of certificates and triumphant photos after which we transfer back to our hotel in Arusha for a well earned shower and a large celebratory dinner. Naturally the bar will be open until late.

### DAY 10 ARUSHA

After last minute shopping for souvenirs we transfer to airport for return flight to the UK.

### DAY 11

Arrive London.

This itinerary is complex and subject to change.



# Mount Kilimanjaro Trek

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## Your questions answered

### How does it work?

To take part you are required to pay a non-refundable registration fee of £399, which is used solely for non-travel costs. You then have three options to fund your challenge:

### Option One – Minimum Sponsorship

Select the charity closest to your heart or one of the charities registered to our Open Challenge programme, register for the challenge and then fundraise **£3,750**. Providing you have raised the funds by **30 November 2012** your charity will pay the tour costs on your behalf with the remaining money and any money you raise over your minimum sponsorship going directly to support the work of your charity.

### Option Two – Self Funding with Sponsorship

Pay the tour costs of the Mount Kilimanjaro Trek yourself (**£1,799**) by **30 November 2012** and then fundraise as much as you can for the charity of your choice or make a donation.

### Option Three – Self Funding

Simply pay the tour costs of the Mount Kilimanjaro Trek yourself (**£1,799**) by **30 November 2012**

### How fit do I have to be?

Climbing Mount Kilimanjaro is a high altitude trek that is a serious physical challenge. The trek will challenge your physical fitness, powers of endurance and mental strength. Our mountain guides have an excellent track record both in safety and in reaching the summit with this type of group.

Much of the route is on well defined paths although the summit ascent will involve some scrambling on scree covered slopes and boulders. Perhaps the biggest challenge is dealing with the altitude but we have designed this itinerary to allow for sufficient acclimatisation to the conditions which will help to improve the chances of reaching the summit. A UK qualified doctor will be with the group at all times.

### I'm worried about signing up on my own...

Please don't be worried. The majority of people sign up for this type of event on their own. You will meet new people some of whom may become friends for life. Once the registration process for your event closes we will send you a full list of those also taking part. Often there will be someone in your area who you could arrange to train with. We also hold a training weekend, which provides a great opportunity to meet people before the challenge begins.

### Am I too old?

One of the amazing things about these events is that they attract people of all ages that come together to do something very special, undertaking a unique challenge and raising funds for some fantastic charities. The age range is likely to be 18 – 70.

### Will I have to carry my own kit?

Porters will carry your luggage, food and water so you will only need to carry a small day pack containing essential accessories and equipment.





# Mount Kilimanjaro Trek

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## Your questions answered (cont.)

### What will the weather be like?

The daytime temperature on the plains and at lower levels will be around 30C. Trekking through the rainforest could as the name suggests be very wet and the temperature will drop significantly as we climb higher. Night time temperatures will be sub-zero and the summit is permanently covered with ice.

### What about insurance and visas?

You will need to take out your own personal travel insurance covering health, accident, loss and repatriation. Dream Challenges has a recommended policy, which we will send you the details of. You can however take out your own insurance providing it covers you for a charity trek in Tanzania. Each participant needs to organise their own tourist visa. Full details on how to apply will be provided much closer to the event.

### Will I need vaccinations?

It is compulsory for all visitors to Tanzania to have a yellow fever certificate and we also recommend vaccinations against polio, typhoid, hepatitis A and tetanus. A course of anti-malaria treatment is also recommended. You must contact your GP for up to date advice on requirements for travel to Tanzania.

### Where will we sleep?

We will camp in two-person tents on the mountain and accommodation will be provided in comfortable tourist class hotels on our two nights in Arusha on a twin sharing basis.

### Do I need specialist equipment?

You will need a good pair of hiking boots; a 3-4 seasons sleeping bag; warm waterproof clothing and water bottles or a camel back type hydration system. Apart from that no specialist equipment is required. We will supply a full kit list before you go.

### Can I extend my stay at the end of the challenge?

It is absolutely fine for you to extend your stay at the end of the challenge affording the opportunity to explore Tanzania further or to take a well earned break. Once the group flights are confirmed, usually 11 months before departure, we will send you a flight extension form from the airline, which will enable you to change your return date.

### What other costs will I have to pay?

In addition to paying your registration fee you will need to budget for your airport taxes, personal travel insurance, gratuities, optional tours and personal expenses including travel to and from the departure airport in London.

## How do I sign up?

The best way to register is on our website: [www.actionforcharity.co.uk](http://www.actionforcharity.co.uk) alternatively you can complete the attached application form.





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## How we support you

The Dream Challenges event team is here to help you achieve your challenge of a lifetime. From the minute you sign up we will be on hand to answer any questions that you might have about your training or the challenge itself.

### Training

As soon as you sign up for the challenge we will e-mail you a realistic training programme, which builds up as the event gets closer. The fitter you are for the challenge, the more you will enjoy it.

### Training Weekend

We also organise a training weekend, which is a great opportunity to do back to back days of walking. It is also a nice way to meet a number of the people you will be trekking with on your challenge.





# Mount Kilimanjaro Trek

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## Application form

Sign up now online [www.actionforcharity.co.uk](http://www.actionforcharity.co.uk) alternatively return this completed form with a cheque for your non-refundable registration fee of £399 (**payable to Dream Challenges**) to Mount Kilimanjaro Trek, Dream Challenges, Newcourt House, New Street, Lympington, Hampshire, SO41 9BQ.

### Personal Details

Title	Surname
Forenames	
Name by which you like to be known	
Address	
Postcode	Home Tel
Mobile Tel	Work Tel
Email Business	Email Personal
Occupation/job title	
Employer's name and address	
T-shirt size S/M/L/XL/XXL	

**Note: All communication relating to the event from Dream Challenges will be by email.**

### Passport Details

Full name as on passport	
Date of birth	Place of birth
Date of issue	Place of issue
Passport no	Date of expiry
Nationality	Marital status

**Note: Your passport must be valid until six months after the event.**

### Next of Kin

Name	Relationship	
Address		
Postcode		
Daytime Tel	Home Tel	Mobile Tel

### Room Sharing

Accommodation will be shared. Please give the name(s) of anyone with whom you specifically wish to share.

Name(s)
---------

### Special Dietary Requirements

Vegetarian	Vegan	Other (please state)
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### How did you hear about the event?

Please give details
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Have you undertaken an overseas challenge for charity before?	YES/NO
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If yes, please give details:
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# Mount Kilimanjaro Trek

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## Application form (cont)

Name & address of the Charity you would like to fundraise for:

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**Fundraising Options** Please tick the option you have selected below.

To take part you are required to pay a non-refundable registration fee of £399, which is used solely for non-travel costs.

- Option One Minimum sponsorship**  
Select the charity of your choice and fundraise a minimum of £3,750. Providing you have raised the funds by **30 November 2012** the charity you are supporting will pay the tour costs (£1,799) on your behalf. The tour costs include your flights (not including airport and fuel tax) accommodation, food, transfers, guides and event support.
- Option Two Self funding with sponsorship**  
Pay the tour costs yourself (£1,799) by **30 November 2012** and then fundraise as much as you can for the charity of your choice or make a donation.
- Option Three Self funding**  
Simply pay the tour costs yourself (£1,799) by **30 November 2012**

I have read, understood and agree to be bound by Dream Challenges booking conditions. I have enclosed my non-refundable registration fee of £399 (**payable to Dream Challenges**). I understand that my place is not guaranteed until my completed medical and insurance forms have been received by Dream Challenges.

Signed

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Print name

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Date

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**Please return to Mount Kilimanjaro Trek, Dream Challenges, Newcourt House, New Street, Lymington, Hampshire, SO41 9BQ**

**Data Protection.** Dream Challenges promises to respect your privacy. The information you have provided will be used by Dream Challenges for the purposes of administering the event. Your details will not be passed on to other organisations. The data we gather and hold is managed in accordance with the Data Protection Act (1998). We will not disclose or share personal information supplied by you with any third party organisations without your consent. Dream Challenges would however like to pass on your contact details to other event participants with your agreement and contact you about future charity events. Please tick the relevant box or boxes below if you do not wish us to do that.

- I do not wish my details to be passed to other event participants.  I do not wish to be contacted about future Dream Challenges events.

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# Mount Kilimanjaro Trek

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## Conditions of entry

1. A non-refundable registration fee of £399 is required to participate in this event and should be paid direct to **Dream Challenges**.
2. If you have selected:  
**Option One** – You pay the non-refundable event registration fee direct to Dream Challenges when you register for the event. You must raise the agreed minimum amount of sponsorship as specified by your chosen charity, 100% of which must be sent to your charity at least ten weeks prior to the event departure date and will be used to cover your tour costs including air fare, accommodation, food, transfers, guides and event support.  
**Option Two** – You pay the non-refundable event registration fee direct to Dream Challenges when you register for the event. You must pay the full event costs of **£1799** which will need to be paid to Dream Challenges ten weeks before the departure date to secure your place on the event. You agree to raise as much sponsorship and / or make a personal donation for the charity of your choice.  
**Option Three** – You pay the non-refundable event registration fee direct to Dream Challenges when you register for the event. You must pay the full tour costs of the event. These costs of **£1799** per person need to be paid to Dream Challenges ten weeks prior to the departure date to secure your place on the event.
3. Under Option One, If you are unable to raise the minimum sponsorship required you will forfeit your right to a place on the event or you could make up the shortfall yourself.
4. If you do not take up your place for any reason, you must inform Dream Challenges and your charity immediately. You must contact all your sponsors to ask if they wish to make a donation or have their sponsorship returned. You must send all sponsorship forms and sponsorship money collected to your charity.
5. The good reputation of your charity is paramount. You must agree to act lawfully and to follow the guidelines laid out by the charity you are supporting.
6. All participants in this Challenge Event do so at their own risk. Dream Challenges has organised flights, accommodation, food, guides etc. and is fully bonded by the Civil Aviation Authority ATOL No.10456. In making these arrangements Dream Challenges is acting as your agent and is unable to accept liability for any loss or damage, however arising, or for cancellation of the event due to circumstances beyond their control.
7. Itineraries, schedules and accommodation may change and other alterations may occur which are beyond the control of Dream Challenges.
8. If you are refused passage/entry/exit to or from Tanzania any additional costs incurred are your responsibility.
9. You must not be dependent on alcohol or drugs or have any criminal convictions.
10. Your passport must be valid for at least six months from date of return to the UK. You are responsible for ensuring that you have a valid passport and appropriate visa for the challenge. Passport control and other authorities will reserve the right to refuse entry.
11. Your travel insurance must cover health/accident/loss/repatriation during the event. You must supply proof of travel insurance 10 weeks prior to departure or you may forfeit your place on the event.
12. All participants take part at their own risk.
13. For health and safety reasons the tour operator, ground agents and/or medical staff reserve the right to stop any person from participating
14. The tour operator and local staff should not be subject to inappropriate verbal or physical behaviour. In any such case we reserve the right to exclude any person from the event.
15. You must agree to be bound by Dream Challenges Booking Conditions.
16. You must be at least 18 years of age before the departure date of the event unless permission has been given by Dream Challenges.

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This contract is governed by English Law and the exclusive jurisdiction of the English Courts. The event is operated by Dream Challenges. Flights and ground arrangements are ATOL bonded (10456) through Dream Challenges Ltd, Newcourt House, New Street, Lymington SO41 9BQ.



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## Challenge event booking conditions 1

### Open Challenges – Event Booking Agreement

The terms and conditions set out below will form the basis of your relationship with Dream Challenges Limited (DCL) of Newcourt House, New Street, Lymington, Hampshire SO41 9BQ (Company Registration No. 7648540) and the charity for which you may have chosen to raise funds ("the Charity"). Please read them carefully as they set out each party's respective rights and obligations. All bookings are subject to these terms and conditions.

### Background

Challenge Events organised by DCL are used by charities for the purpose of raising funds. If you wish to use these events to raise funds for your chosen charity you must raise at least the minimum sponsorship monies applicable for the event selected. The Challenge Event cost is paid by DCL from your sponsorship monies and the remaining sponsorship monies are kept by your chosen charity. You may also choose to participate on the basis of paying the Challenge Event Costs yourself.

### All parties agree to the following Definitions

1. In this Agreement, the following words will have the following meanings unless the context requires otherwise:-

- (i) "this Agreement" means this Agreement including all schedules, appendices, amendments, additions, brochures, itineraries and DCL website content.
- (ii) "the challenge event" means the event and all activities selected by you including flights, accommodation, vehicle hire and all other products and services.
- (iii) "the Organiser" means the organiser as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992 (Statutory Instrument 1992 No. 3288) and any amendment or re-enactment of the same and all other legislation implementing the EC Directive on Package Travel, Package Holidays and Package Tours (Council Directive 90/314/EEC).
- (iv) "the Registration Fee" means the registration fee payable to DCL for the challenge event. This is payable in addition to the Fundraising Target.
- (v) "the Fundraising Target" means the minimum amount of money that you must raise in order to take part in the Challenge Event.
- (vi) "the Challenge Event cost" means the cost of the challenge event due to the Organiser which forms part of the Fundraising Target, being the basic event cost plus the Registration Fee advised at the time of booking and all airline fuel supplements and taxes as referred to in Section C, Clause 5, together with any other amounts you agree to pay the Organiser for the challenge event.
- (vii) "you" and "your" means the participant named on DCL's registration form.
- (viii) "self funding" is the option to pay the challenge event Cost direct to DCL from your own funds.
- (ix) "supplier" means a company or person not employed by DCL who provides services related to your challenge event.

### Section A

#### The Organiser

1. DCL is the Organiser of the challenge event and your contract for which is with DCL. Please note DCL's responsibilities are limited to the provision of the Challenge Event in accordance with this Agreement. Except in relation to monies paid to the Charity and held by them on DCL's behalf in accordance with clause 2.3, DCL has no responsibility for any payments made to the charity or for any act(s) or omission(s) of the Charity.

#### Payment Schedule

2. (i) You must pay the non-refundable Registration Fee direct to DCL at the time of booking.  
(ii) You must pay the Fundraising Target direct to the Charity no less than 10 weeks prior to the commencement of the Challenge Event.  
(iii) The Charity will pay the Challenge Event Cost to DCL no less than 8 weeks prior to the commencement of the Challenge Event provided the Charity has received sufficient amounts to cover the Challenge Event Cost from you.  
(iv) If you are self-funding the Challenge Event the cost must be paid directly to DCL at least 10 weeks prior to the commencement of the Challenge Event.
- 2.1 If you wish to purchase the insurance offered by DCL all premiums must be paid as soon as possible as cover is not effective until these have been paid.
- 2.2 Credit Card payments. No credit card fee will be charged when paying the Registration Fee. A Fee of 2% will be charged on all other credit card payments made to DCL (for example the Challenge Event Cost). Credit Card charges on payments made to the Charity are at the discretion of the Charity.
- 2.3 For flight and non-flight inclusive bookings, all monies paid to the Charity up to the full amount of the Challenge Event Cost will be held on DCL's behalf until they are paid to DCL or refunded to you. Monies paid to the Charity over and above the Challenge Event Cost belong to the Charity.

#### Failure to meet Payment Deadlines

- 3.1 If DCL or the Charity do not receive all payments due from you (including surcharges where applicable) in full and on time, your place on the Challenge Event is not guaranteed and further surcharges may apply. This includes the full Fundraising Target which must be paid to the Charity in full no less than 10 weeks before the departure date of the Challenge Event. DCL will be entitled to keep the Registration Fee paid. If you intend to cancel but have not notified DCL in writing of your intent to cancel by this date, you must pay the stated cancellation charges depending on the date DCL reasonably treats your booking as cancelled.
- 3.2 You will be liable for all additional costs incurred by DCL in the process of collecting all monies due.

### Section B

#### Registering to Participate

- 1.1 You must complete and sign DCL's registration form and return with the appropriate payment as set out in Section A at the time of booking. Your completed medical questionnaire and appropriate insurance form should be returned within 10 days of receiving your information pack. When you register for a Challenge Event you must be 18 years old unless you are a minor of 14 plus years and a parent or

guardian is accompanying you on a Challenge Event suitable for minors. (See 1.3)

- 1.2 Your place on an event is only confirmed when you return your registration form with the appropriate payment.
- 1.3 Some DCL Challenge Events are suitable for minors (14 yrs +) if they are accompanied by a parent or legal guardian. One parent/guardian can be responsible for the welfare and conduct up to two children and must accept these conditions on behalf of the child by signing the Booking Form and ensure all information supplied is correct and that the conduct of those children during the Challenge Event. Should a child be unable to complete the Challenge Event, the parent must abide by the decisions of the DCL Tour Manager and accompany the child if deemed necessary.

#### Registration Confirmation

2. On receipt of your Booking Form, Reg. Fee and medical questionnaire DCL will, subject to availability, confirm in writing your place on the Challenge Event. You must contact DCL immediately if information on the confirmation documents appears to be incorrect or incomplete as it may not be possible to make changes later.

#### Making amendments

- 2.1 If you wish to make changes to your booking, you must notify DCL and the Charity in writing. DCL does not guarantee to fulfill any such requests but an amendment fee of £55 per person/booking will apply as well as any costs incurred by DCL and any costs or charges incurred or imposed by any of DCL's suppliers.

#### Your responsibilities

3. You must not do anything or fail to do anything which could bring the Charity and / or DCL into disrepute whether before, during or after the Challenge Event.
- 3.1 You must ensure that all information given by you to DCL and/or the Charity in writing or otherwise is true and accurate. Failure to do so entitles DCL and/or the Charity to cancel your booking and DCL will be entitled to keep any Registration Fee paid. Depending on the date when DCL and/or the Charity discover that you have failed to comply with the provisions of this clause DCL will be entitled to charge the cancellation fees set out in clause 7. See also section on "DCL's Liability".
- 3.2 When you book with DCL you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid at the time to the supplier. If you fail to do so, you will be responsible for meeting any subsequent claims made against DCL (together with DCL's own and the other party's full legal costs) as a result of your actions.
- 3.3 Travel Insurance, including cover for baggage, is mandatory for participants on any DCL Challenge Event. Other than liability arising from negligence in respect of death or personal injury caused by DCL or its staff, you travel, together with your personal property, solely at your own risk. You are wholly responsible for arranging your own insurance. Joining the event without adequate insurance in place may result in your participation being terminated and you will have no right to a refund. You should ensure that you have adequate private travel insurance, with protection for the full duration of the Challenge Event in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment and you should ensure that there is no exclusion clause limiting protection for the type of activities included in the Challenge Event.
- 3.4 If you decide to obtain your own travel insurance then you will need to sign and return DCL's Insurance Indemnity Form before being allowed to travel. You will also need to provide DCL with a copy of your own personal travel insurance and failure to do so by its deadline may result in DCL charging you for its insurance.
- 3.5 If you purchase the specially arranged insurance cover from DCL you must satisfy yourself that any travel insurance arranged through DCL meets your requirements and you should arrange supplementary insurance if you deem it necessary. You are responsible for notifying DCL if you have not received insurance documentation after DCL has taken payment. Any claims concerning matters for which you are required to be or are insured must be directed to your insurers. You will be deemed to have read the insurance cover. All participants are personally responsible for informing insurance companies of any pre-existing conditions.
- 3.6 Clients taking their own bike or other equipment on a Challenge Event are responsible for any charge for transportation levied by the airline including excess baggage.

#### Medical Questionnaire

4. DCL requires a completed medical questionnaire from each participant. If you are aged 65 years or over or if you have any medical condition that could be adversely affected by exercise you must provide DCL with a signed medical questionnaire and further information as necessary from your doctor.
- 4.1 It is a condition of your participation that in cases of emergency a DCL representative has your authority to arrange any necessary medical or surgical treatments and to sign any required consent forms on your behalf.

#### Personal Information

5. DCL will provide its suppliers / agents with the personal details given by you for the purpose of marketing and administering the Challenge Event. This will include other bodies such as credit card and insurance companies that need to know them for processing payments and providing cover. Personal information is also provided to your chosen Charity. DCL will use your personal details to send you further information about DCL unless you advise us otherwise.

#### The Contract

6. A binding contract exists between you and DCL when we dispatch our confirmation letter to you. English Laws and the exclusive jurisdiction of the English Courts will apply to your contract and to any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between you and DCL must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings are brought in



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## Challenge event booking conditions 2

Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between you and DCL governed by the law of Scotland/Northern Ireland as applicable (but if you do not choose, English law will apply).

### Challenge Event Minimum Numbers

- Challenge Events require a minimum number of participants for their operation so DCL reserves the right to cancel any event due to insufficient numbers up to 56 days prior to departure. In these circumstances you will be offered an alternative Challenge Event (which may involve an additional payment) or a complete refund. (See Section C, Clauses 1b and 1c below). DCL will not be liable for any expenses incurred by you such as visas, vaccinations and non-refundable transportation bookings.

### DCL's Right to Refuse Your Registration

- DCL reserves the right on reasonable grounds to refuse your participation without having to disclose the reason. DCL's decision in this matter will be final and binding but will exercise this right only when clear grounds exist. If these circumstances arise your Registration Fee and insurance premium will be refunded in full.

### Section C

#### Itinerary

- DCL plans Challenge Events many months in advance and details are published in good faith as statements of intention only. Itineraries are complicated and may be changed at short notice through factors out of our control. Whilst DCL endeavors to avoid itinerary changes we do not guarantee itinerary details and reserve the right to amend the itinerary of any Challenge Event as and when it becomes necessary to do so.

Occasionally DCL has to make a "significant change" which is a change made before departure which can reasonably be expected to have a major effect on the Challenge Event. Significant changes are likely to include; a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is less convenient for you and a significant change of itinerary missing out one or more major destinations substantially or altogether. Alterations to the airline, aircraft type or routing is not a significant change and DCL is under no obligation to notify you in advance. If DCL has to make a significant change or cancellation we will tell you as soon as possible. If there is time to do so before departure, DCL will offer you the choice of the following options:-

- Accepting the changed arrangements (for significant changes)
- Purchasing an alternative Challenge Event from DCL, of a similar standard to that originally booked if available. DCL will offer you at least one alternative Challenge Event of equivalent or higher standard at no extra charge. If this Event is in fact cheaper than the original one, we will refund the price difference to you (if you are Self-Funding the Challenge Event Cost or to the Charity if we have received the Challenge Event Cost from them).
- Cancellation or accepting the cancellation in which case you will receive a full and quick refund of all monies (including the Registration Fee) you have paid directly to DCL. Where the Charity has paid the Challenge Event Cost to DCL, DCL will refund those costs to the Charity (See "Refunds and Compensation" below)

### Please note that the above options are not available where any change made is a minor one.

If DCL makes a significant change or cancellation we will as a minimum pay you reasonable compensation subject to the following exceptions:-

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where DCL are forced to make a change or cancellation as a result of circumstances beyond DCL's control or unusual and unforeseeable circumstances, the consequences of which were unavoidable even with all due care, or where DCL is forced to cancel due to the minimum number of participants required for the Challenge Event not being reached.

If DCL cancels because you fail to comply with any of the booking conditions, compensation will not be payable and the above options will not be available.

A minor change is one which, taking account the information you have provided when booking or which DCL can reasonably be expected to know as the Organiser, DCL would not reasonably expect to have a significant effect on the Event. As DCL does not control the management of Event accommodation, advertised accommodation may not be suitable or available on arrival in which case DCL will endeavor to provide accommodation of at least the same standard in the same area. If DCL deems it necessary to change the itinerary during the Challenge Event, the Challenge Event Leader will arrange the best alternative. The decision of the Challenge Event Leader in these circumstances will be final.

Very rarely, DCL may be forced by "force majeure" to change or terminate the Challenge Event after departure but before the scheduled end of the event. In these circumstances DCL will not make any refunds (unless refunds are obtained from suppliers) or pay you compensation or meet costs / expenses you incur as a result.

### Challenge Participation and Responsibility

- Challenge Event itineraries often involve hazards inherent to the activities involved in it. These hazards increase the risk to participants of personal injury, death, illness, and/or loss or damage to property. By registering you acknowledge and accept the inherent hazards involved in the Challenge Event. Except as set out in this Agreement, DCL cannot accept any liability for any personal injury, death, illness, loss or damage to property or any other loss or damage you incur as a result of your participation. Any safety equipment supplied must be worn correctly at all times. Your cycling helmet should be worn at all times when you are cycling.

### Flight delays

- DCL regrets it is not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments. DCL will not be liable for any delay which results from the behaviour of any other passenger on the flight.

### Complaints

- If you have a complaint about any part of the Challenge Event, you must tell the relevant supplier and Challenge Event Leader at the time affording DCL the chance to put things right. Any complaints must be communicated to the Challenge Event Leader in writing immediately and to the DCL office within 28 days of your return from the Event.

### Challenge Event Price Variations

- DCL reserves the right to make changes to and correct errors in advertised prices at any time before your Challenge Event is confirmed. DCL will advise you of any error of which DCL is aware and of the correct price at the time of booking. You must check the price of your chosen Challenge Event at the time of booking.

The Challenge Event Cost you agree to pay consists of the basic event cost advised at the time of booking and any fuel supplement or taxes imposed by any airline providing flights for your Challenge Event together with any other amounts you agree to pay the Organiser. Due to their fluctuating nature, airline fuel supplements and taxes are not included in the basic Challenge Event cost advised at the time of booking, but are payable in full in the amount confirmed by the airline approximately 6-8 weeks prior to the commencement of the Challenge Event. This amount is not a surcharge as it is part of the total Challenge Event Cost you agree to pay at the time of booking, and the surcharge provisions set out below will not apply to it.

Once the Challenge Event price has been confirmed at the time of booking, DCL will only increase it in the following circumstances, passed on by way of surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if DCL's costs increase as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges) which are part of the contract between airlines (and their agents) and the Organiser or dues, taxes or fees payable for services such as landing taxes or embarkation fees at airports increasing or DCL's costs increase as a result of any changes in the exchange rates which have been used to calculate the cost of the Challenge Event.

Even in the above cases, only if the amount of the increase in DCL's costs exceeds 2% of the Challenge Event Cost (excluding insurance premiums and any amendment charges), will DCL levy a surcharge. If any such surcharge is greater than 10% of the Challenge Event Cost (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of the Registration Fee and the Challenge Event Cost if you have paid these directly to DCL. DCL does not refund amendment charges. If DCL has received the Challenge Event Cost from the Charity, this will be refunded to the Charity. Alternatively you can purchase another trip from DCL as referred to in "itinerary" above. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another Challenge Event. If you do not tell DCL to do so within this period of time, DCL are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the Challenge Event within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

DCL promises not to levy a surcharge within 30 days of the start of the Challenge Event.

Changes and errors do occasionally occur. You must check the cost of your chosen event at the time of booking.

### Flights

- The flight timings detailed in Challenge Event documentation are for general guidance only and are subject to change. You will be advised of the latest timings approximately two weeks before departure. In most cases your tickets will be given to you at the airport. You must check flight details very carefully to ensure you have the correct flight times. Flight times may be changed even within two weeks of departure - DCL will contact you as soon as possible if this occurs.

### Cancellations or termination

- If you want to cancel your booking, you must notify DCL in writing. The effective date of cancellation will be the date such notice is received. Cancellation fees after registration has been made are as follows. Registration Fees, amendment fees and insurance premiums are not refundable in the event that you cancel.

#### Period before departure written notice of cancellation is received by DCL

More than 56 days prior to departure  
56-29 days prior to departure  
28-15 days prior to departure  
14-0 days prior to departure

#### Cancellation Charge

Loss of Registration Fee only  
Registration Fee plus 50% of the Trip Cost  
Registration Fee plus 75% of the Trip Cost  
Registration Fee plus 100% of the Trip Cost

#### If you have paid the Challenge Event Cost directly to DCL.

If you cancel your booking, the cancellation charges referred to above will apply. You will receive a refund of any monies paid by you directly to DCL relating to the Challenge Event Cost paid after deduction of the cancellation charges set out above.

#### If the Charity has paid the Challenge Event Cost to DCL.

If you cancel your booking, the cancellation charges referred to above will apply. DCL shall refund to the Charity any monies relating to the Challenge Event Cost paid by it to DCL after deduction of the cancellation charges set out above. You agree that the Charity shall be entitled to keep any such refunded monies and shall not be obliged to pay them to you.

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 be paid to the Charity.

With regards to any monies paid to the Charity over and above the Challenge Event Cost, no refund of



# Mount Kilimanjaro Trek

8-18 February 2013

[www.actionforcharity.co.uk](http://www.actionforcharity.co.uk)

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## Challenge event booking conditions 3

these will be payable to you in the event of your cancellation of your booking as these monies were raised for charitable purposes.

- 7.1 Transferring your place to another Challenge Event may be possible. You must make this request to DCL in writing. More than 56 days before departure, DCL will endeavor to transfer your Registration Fee, less £40 administration fee. Further charges may be deducted where costs exceeding this have been spent on your behalf and are irrecoverable by DCL. The Challenge Event you transfer to must depart within 12 months of the Challenge Event you transfer from and only one transfer is allowed per booking. You must immediately pay the difference to DCL if your new Challenge Event has a higher Registration Fee; where this is lower, DCL will deduct any difference from the Challenge Event Cost invoice to be paid by you or your Charity. You must accept and adhere to any differences in Challenge Event Costs and Fundraising Targets, and sign a new Registration Form when requested. If your request to transfer is made 56 or days or less prior to departure, DCL will be unable to transfer your Registration Fee and cancellation charges as above will be applicable.

### Passports, vaccinations and visas

8. You must have a valid, full 10 year passport (minimum of six months validity required at the end of the Challenge Event) and hold appropriate visa and vaccination certificates. You will be liable for reimbursing DCL, if failure to obtain any such documents results in fines, surcharges or financial penalty being imposed upon DCL. Information given by DCL about these matters or related items (climate, clothing, baggage, personal gear etc.) is given in good faith but requirements may change and you must check the current position for the time of departure. You are responsible for obtaining vaccinations required for your Challenge Event.

### Challenge Event Leader's Authority

9. Completing your Registration Form signifies your agreement to abide by the authority of the DCL appointed Challenge Event Leader. The decision of the Challenge Event Leader as to the conduct, itinerary and objectives of the Challenge Event is final. If the Challenge Event leader or any other person in authority feels that your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole or that your general well-being will be put at risk by continuing with the Challenge, you may be asked to leave the Challenge Event without the right to any refund for unused services, receiving compensation or for meeting costs you incur as a result. Furthermore, you must meet any expenses incurred by DCL as the result of your behaviour.

### Your Financial Protection

10. When you buy an ATOL protected air package from DCL you will receive a booking confirmation from us confirming your arrangements and your protection under our Air Travel Organiser's Licence Number 10456. Please note that Challenge events that do not include flights are not protected by the ATOL scheme

### DCL's Liability

11. DCL promises to ensure that Challenge Event arrangements it has agreed to make, perform or provide as applicable as part of its contract with you are made, performed with reasonable skill and care. This means that, subject to these booking conditions, DCL will accept responsibility if, for example, you suffer death or personal injury or your contracted Challenge Event arrangements are not provided as promised or prove deficient as a result of the failure of DCL, its employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted Challenge Event arrangements. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against DCL. In addition, DCL will only be responsible for what 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 DCL had asked them to do (for agents and suppliers).
- 11.1 DCL will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-  
i. the act(s) and / or omission(s) of the person(s) affected or any member(s) of their party or  
ii. the act(s) and / or omission(s) of a third party not connected with the provision of your Challenge Event and which were unforeseeable or unavoidable or  
iii. 'Force Majeure' as defined below
- 11.2 Please note, DCL cannot accept responsibility for any services which do not form part of this contract with you. This includes, for example, any additional services or facilities that your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in DCL's brochure and DCL have not agreed to arrange them. In addition, regardless of any wording used by DCL on its website, in any of its brochures or elsewhere DCL only promises to use reasonable skill and care as set out above and DCL does not have any greater or different liability to you.
- 11.3 The promises DCL make to you about the services it has agreed to provide or arrange as part of its contract with you – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. 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 having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead to a reasonable participant to refuse to take the trip in question.
- 11.4 As set out in these booking conditions DCL limits the maximum amount it may have to pay you for any claims you may make against it. Where DCL is found liable for loss of and / or damage to any luggage or personal possessions (including money), the maximum amount DCL will have to pay you is £1500 (fifteen hundred) per participant affected unless a lower limitation applies to your claim under this clause or sub-clause 11.5 below.

For all other claims which do not involve death or personal injury, if DCL are found liable to you on any basis the maximum amount it will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the participant(s) affected in total unless a lower limitation applies to your claim under sub-clause (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from the Challenge Event.

- 11.5 Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and / or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation DCL will have to pay you will be limited. The most DCL will have to pay you for that claim or that part of a claim if DCL are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and / or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or a part of a claim, DCL similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, DCL are entitled to deduct any money which you have received or are entitled to receive from the transport provider of hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.
- 11.6 Please note, DCL 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 DCL by you concerning your booking prior to DCL accepting it. DCL could not have foreseen you would suffer or incur if DCL breached our contract with you or (2) which did not result from any breach of contract or other fault by DCL or its employees or, where DCL are responsible for them, its suppliers. Additionally DCL cannot accept liability for any business losses.
- 11.7 You must provide DCL and its insurers with all assistance it may reasonably require. You must also tell DCL and the supplier concerned about your claim or complaint as set out under Clause 10 "Complaints" If asked to do so, you must transfer to DCL or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with DCL and its insurers want to enforce any rights which are transferred.
- 11.8 Force Majeure: Except where otherwise expressly stated in these conditions, DCL regrets it cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 18(1) above) as a result "Force Majeure". In these Booking Conditions, "Force Majeure" means any event which DCL or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

### Conditions of Suppliers

12. Many of the services which make up the Challenge Event 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, usually in accordance with applicable International Conventions (see "Liability" above). Copies of the relevant parts of these terms and conditions are available on request from DCL or the supplier concerned.

### Special Requests

13. If you have any special requests you must advise DCL in writing at the time of booking. DCL will pass any reasonable requests on to the relevant supplier although we regret that we cannot guarantee any request will be met unless we have specifically confirmed this. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your 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.

DCL regrets it cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request.

### Price and Brochure Accuracy

14. Information and prices shown in DCL promotional materials may have changed by the time you book your Challenge Event. Whilst every effort is made to ensure accuracy, errors do occasionally occur. You can ensure that your information is accurate by checking all details of the Challenge Event with DCL at time of booking.

### Promotional Material

15. DCL reserves the right to use any photographs and images taken on a Challenge Event or related occasion by its employees or forwarded by any person on the Challenge Event or connected to the Challenge Event, on its website, in its social network marketing activities or for use in any other relevant promotional material.

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