



Terms and Conditions

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Preamble

YOUR TERMS - Your contract is made with Falklands Ultra Ltd. ("FUL", "we", "us", "our") whose registered office is at: Watermans Cottage, New Road, Littleton, Winchester, Hampshire SO22 6QR England (Company No. 11755503). We accept bookings subject to you agreeing to the conditions set out below. Please read these booking conditions carefully as they set out your respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

1. Booking Your Trip and Payment

To make a confirmed booking, each person (who must be at least 21 years of age) should complete our online booking form. Payment of the deposit indicated must be made to complete the booking. We will confirm your chosen arrangements and acknowledge your payment by sending you a confirmation of your booking. Please check this confirmation together with all other documents sent to you carefully to ensure they fully accord with your instructions. If you have any queries whatsoever, you must advise us immediately.

If you require us to book flights in addition to the main group flights from London to the Falkland Islands then payment for these will be due immediately.

We will send you a final invoice showing the outstanding balance and when this is due (the payment schedule). The outstanding balance may be required to be paid in one or more instalments (i.e. intermediate instalment(s) and a final instalment). You will be informed of the instalment due dates on your confirmation. The instalments must be received by us no later than the respective due dates. If for any reason any instalment is not received by us in full by the due date, we reserve the right to treat your booking as cancelled by you so that the fees set out clause 6 will be payable.

Full passport names and API (Advance Passenger Information) is generally required 30 days before departure. It is your responsibility to provide these.

2. Your Contract

A binding contract between us will come into existence when we issue our confirmation of your booking. These booking conditions form the basis of that contract. They may only be varied by a Director of Falklands Ultra Ltd. in writing. Your contract is governed by English law and is subject to the exclusive jurisdiction of the Courts of England and Wales. You agree that disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with English law. You further irrevocably agree that the Courts of England and Wales have exclusive jurisdiction to hear and/or settle any dispute or claim that arises out of or in connection with your agreement with FUL.

3. Prices

We reserve the right to make changes to and correct errors in advertised prices at any time before your booking is confirmed. We will advise you of any error of which we are aware of and the applicable price at the time of booking. We endeavour to ensure that all the information and prices given are accurate, however occasionally government taxes can fluctuate with the exchange rate and we reserve the right to surcharge for this.

4. Price Guarantee

Advertised prices are based on airfares, fuel, currency rates and other costs at the date of costing; however, these may change. You should check this information with us at the time you come to make a booking. The price of the trip will be recalculated at the time your final invoice is issued and any increase in costs will be added to your invoice. In the event that this increase is more than 12% of the total cost, you will have the option to accept the increase or cancel your booking and receive a full refund.

5. Amendment by You

Should you wish to make any changes to your booking after it has been confirmed, please advise us as soon as possible in writing. We will endeavour to assist in making changes, although we cannot guarantee that requests for amendment can always be met. Where an amendment can be made, a fee of £50 per booking per amendment will be charged together with any costs or charges incurred by us or incurred or levied by our suppliers. An amendment constitutes a change to the existing booking. A request to transfer to another year or to other arrangements will be treated as a cancellation incurring the cancellation fees set out in clause 6. Where you or a member of your party is prevented from travelling (e.g. as a result of personal illness/injury, the serious illness or injury of a close family relative, jury service or unavoidable work commitments) the person concerned may transfer their booking to another qualified person, providing we are notified of the need to transfer not less than 40 days prior to departure. An amendment fee of £50 will be payable together with any costs or charges incurred by us or incurred or levied by our suppliers to effect the transfer.

6. Cancellation by You

You have an option to cancel your arrangements which must be exercised in writing. The fees for the exercise of this option are shown on the payment schedule. Your notice of cancellation will be acknowledged by email and you should ensure you retain that acknowledgement. No refunds can be made for any part or parts of any service, tour, excursions or other arrangements cancelled on or after your scheduled departure date or not utilised by you.

Period before departure within which written notification of cancellation is received by us and the applicable fees.

- a) More than 90 days a sum equal to the total amount already paid.
- b) 90 days to 61 days 75% of total cost.
- c) 60 days or less 100% of total cost.

*Total cost means the total cost of the cancelled arrangements excluding insurance premiums and any amendment charges, which are non-refundable in the event of your cancellation. Depending on the reason for your cancellation, you may be able to claim a refund of the above fees from your insurance company if you have taken out an appropriate travel insurance policy.

7. Changes by Us

We reserve the right to make changes to your booked arrangements at any time both before and after bookings have been confirmed. Most changes will be minor ones. Occasionally, it is necessary to make a significant change. A significant change is one made before departure involving a change of outward or return international flight time by 12 hours or more, a change of UK departure airport to one which is more inconvenient for you (except as between Heathrow and Gatwick and vice versa), a change of accommodation for the whole or a significant part of the trip to that of a lower

standard or which is lacking important advertised features to that which was originally booked, a significant change or deletion of a major part of the itinerary, where we have arranged your trip for a specific purpose (e.g. Ultramarathon), inability to carry out that purpose for an extended period during the trip. All other changes are treated as minor changes. Where known, minor changes will be shown on your final itinerary which will be sent to you with your travel documents about two weeks before departure. In the event of a significant change, we will advise you as soon as possible and give you the choice of:- (a) accepting the changed arrangements as notified to you; or (b) purchasing different arrangements from us, of at least the same standard if available (with you paying or receiving a refund in respect of a price difference); or (c) cancelling your arrangements and receiving a full refund of all monies paid to us. If we have to make a significant change within 56 days of departure, we will in addition pay you compensation in accordance with the scale set out below (providing we have received full payment from you) except where the change is made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Such circumstances may include those amounting to "force majeure" as set out in clause 10 below. Compensation is not payable in the case of minor changes. Minor changes further do not entitle you to cancel or change to another trip without paying our normal charges. In all cases, our liability is limited to the payments set out in the scale below and we cannot be held responsible for any costs or expenses you may incur as a result of any change.

Period before scheduled departure date within which a significant change is notified to you, and compensation per person – more than 56 days Nil, 56 to 43 days £25.00, 42 to 29 days £30.00, 28 to 15 days £40.00, 14 days or less £50.00

8. Changes after Departure

After departure, our Tour Director or local ground agent has the right to make any changes to arrangements which they/we consider to be necessary or appropriate in the interests of the safety of any of our clients, employees or suppliers or to be beneficial to the operation of the arrangements or desirable to overcome weather, transportation or other problems beyond our immediate control or that of our suppliers, or if changes are required at any time by government agencies or organisations or other official bodies. It is possible that we may be advised that your reserved accommodation is not available after you have departed on trip. If this occurs, we will endeavour to provide accommodation of at least the same standard in the same area.

9. Cancellation by Us

Occasionally, it may be necessary to cancel previously confirmed arrangements which we reserve the right to do. Where your arrangements are cancelled other than due to your default in payment, we will offer you the choice of either purchasing alternative arrangements from us, of at least the same standard if available (with you paying or receiving a refund in respect of any price difference) or receiving a full and immediate refund of all monies paid to us. This trip requires a minimum number of participants and in the unlikely event that this number is not reached, that departure may be cancelled and you will be offered a place on a subsequent year or refund as above. Except where you fail to make payment in full and on time, we will not cancel less than six weeks before departure unless we are forced to do so as a result of "force majeure" as defined in clause 10 below. We regret no compensation will be payable if we cancel six weeks or more before departure for any reason or less than six weeks before departure as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. Very rarely, we may be forced to curtail your arrangements after the date of departure where circumstances amounting to "force majeure" as defined in clause 10 below occur. In this very

unusual situation, we regret we cannot make any refunds (except where these are obtained from the relevant supplier(s)), pay any compensation or be responsible for any costs or expenses you may incur as a result.

10. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 11 (1) below) as a result of "force majeure". Force majeure includes any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid such as war or threat of war, civil strife, industrial dispute, natural or nuclear disaster, earthquake or volcanic activity, adverse weather conditions, fire, terrorist activity, governmental action and all similar circumstances beyond our control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

11. Liability

(1) We promise to make sure that all parts of the trip we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. We will accept responsibility if any death, personal injury, failure or deficiency of your trip arrangements is caused by any failure by ourselves or our employees (providing they were at the time acting within the course of their employment) or our agents or suppliers (as applicable) to use reasonable skill and care in performing or providing the service in question. 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 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: – (a) the fault of the person(s) affected or any member(s) of their party or (b) the fault of a third party not connected with the provision of the trip which we could not have predicted or avoided or (c) an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see clause 9) (d) the fault of anyone who is not carrying out work for us (generally or in particular) at the time. In addition, we will not be responsible where you do not enjoy the trip or suffer any problems because of a reason you did not tell us about when you booked the trip or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business. Please note, 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 or services or facilities we have not agreed to arrange or any excursions you purchase in resort.

(2) The promises we make to you about the services we have agreed to provide or arrange as part of our contract – 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 a reasonable person to refuse to take or join the trip in question.

(3) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from the arrangements. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £50 per person affected as you are assumed to have taken out adequate insurance at the time of booking. Please also see clause 11(4) below.

(4) Where any claim or part of a claim 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 we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we 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 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens convention for international travel by sea). When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) This clause 11 is intended to set out our obligations to you as a tour operator/organiser in the light of the Package Travel Regulations 2018. Please note, we regret we cannot make any payment to you or any member of your party if the person concerned is not entitled to one from us under these Regulations. You must provide ourselves and our insurers with all assistance we may reasonably require. If asked to do so, you must transfer to us 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 us and our insurers if we or our insurers want to enforce any rights which are transferred. It is a condition of our acceptance of liability as set out in this clause that you fully comply with our complaints procedure, as set out in clause 12 below.

(6) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted arrangements, we will provide you with all reasonable assistance. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking form. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if

you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

(7) Higher risk activities – Certain activities, such as the Falklands Ultra, are by their very nature dangerous and carry a greater risk of personal injury and death. Such risks are compounded by the fact you are participating in these activities in remote areas where even limited medical assistance may be some considerable distance and time away. It is your responsibility to ensure you and all members of your party are medically fit to engage in any particular activity. Certain activities (e.g. diving) have particular medical, training or other requirements. It is your responsibility to ensure you are familiar and comply with those requirements. In joining this trip, you acknowledge and accept the risks inevitably associated, both directly and indirectly, with higher risk activities and that we cannot accept responsibility if any such risks materialise and you suffer death, personal injury, loss or damage as a result. If you are in any doubt as to possible risks, you should consult our staff before booking. You must ensure that any insurance policy you take out covers you in relation to higher risk activities.

(8) All special events, visits, exhibitions, excursions and facilities referred to in our literature are shown in good faith and will, to the best of our belief be available. However, we do not control or arrange all such matters. Where any special event, visit, exhibition or facility which forms a significant part of your confirmed arrangements become unavailable, cannot be provided or is not to take place for any reason, we will advise you before departure if possible. The provisions of clause 6 will then apply. Unfortunately, we may be unaware of such non availability prior to departure or may be unable to inform you of this prior to departure. In this event, the rest of the holiday arrangements will be provided as booked and we will refund the direct cost of the event etc in question (together with the cost of any local transportation where applicable). This clause includes any disruption or failure to perform resulting from weather or other cause beyond our control. Our liability in this situation will be limited to such refunds.

12. Complaints/claims

If you are unhappy about any aspect of your arrangements, you must inform our tour escort or ground agents together with the supplier of the service concerned immediately. You must make every effort to bring problems to our attention and of the supplier so that they can be resolved during the trip and to mitigate any losses, expenses or costs you incur. Once we and the supplier concerned are aware of the problem, everything reasonably possible will be done to quickly resolve it. If you remain dissatisfied, you must write to us giving full details of your complaint within 29 days of your return to the UK or within 30 days of your departure from the destination country if not returning to the UK. We regret we cannot accept liability in relation to any complaint which is not notified entirely in accordance with this clause.

13. Air Travel

At the time a programme is set up, we are not in a position to confirm the airlines, aircraft types and/or airports of destination, which will be used in connection with your arrangements. Where this information is provided prior to departure (as will usually be the case) a subsequent change at any stage will be treated as a minor change and will not entitle you to cancel without paying the normal cancellation fee. All flight times shown on our web site or given on booking are subject to change. Please ensure you carefully check all travel documentation and information relating to your arrangements as soon as it is received by you. Financial security for flight-inclusive packages are provided by our supplier, Gazelle Travel Ltd, by way of their Air Travel Organiser's Licence (ATOL).

A number of Governments are introducing requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

14. Insolvency Protection

Our travel partner, Gazelle Travel Ltd. provides financial security for this flight-inclusive package by way of their Air Travel Organiser's Licence number (ATOL) 4067, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

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 (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case 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.

15. Delays

Unfortunately, delays in transportation (e.g. flights) can sometimes occur. We regret we cannot accept any liability in relation to any delays which are beyond our control or any expenses or losses you incur as a result. Depending upon terms of any insurance policy you have taken out, you may be able to seek reimbursement of any such expenses or losses together with compensation for the delay from the insurance company. We do not accept liability for loss of earnings or consequential business losses resulting from any delay and you should take out an appropriate insurance policy to cover such losses. In the event of your outward or return international flight being delayed, we will endeavour to arrange for the airline to provide appropriate refreshments if possible. In some

instances airlines may make appropriate arrangements or pay compensation in the event of delay or cancellation.

If you or any member of your party misses your flight or other transport arrangement is cancelled or you are subject to a delay of over three hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

16. Conditions of Suppliers

In respect of all services, the conditions of the supplier concerned (e.g. airline, coach operator, hotelier or other provider) will apply. Such conditions will often limit the supplier's liability to you usually in accordance with applicable international conventions. Copies of these conditions are available from the suppliers concerned direct.

17. Pre-Departure Contact

It is essential to ensure you provide us with a telephone number or address where you can be reached up to 24 hours prior to your departure in the event of late changes or other problems.

18. Special Requests

If you have any special requests, please ensure you notify us in writing at the time of booking. We will endeavour to pass such requests on to the supplier(s) concerned. We regret however that we cannot guarantee special requests will be met and failure to do so 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 confirmation invoice or any other documentation is not confirmation that the request will be met.

19. Insurance

It is a condition of our accepting your booking that you take out adequate travel insurance for the whole period of the trip. We do not accept liability for any losses suffered by yourself or your party as a result of your being uninsured or under-insured.

20. Passport, Visa and Health Requirements

It is the party leader's responsibility to ensure that all members of your party have all necessary passports, visas and health/vaccination certificates for the trip prior to departure. Requirements may change and you must check the up to date position in good time before departure. We cannot accept any responsibility if you are denied entry into any country or on to any flight due to inadequate travel documentation. Any costs or expenses incurred as a result will be your responsibility.

Such requirements do change from time to time and you should accordingly check the up to date position in good time before departure. You must check passport and visa requirements with the Embassy or Consulate of the countries to or through which you are intending to travel. Most countries now require passports to be valid for at least 6 months after your return date.

For further information contact the UK Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>

If failure to have the necessary travel or other documents results in fines or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

21. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice regarding the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a country may constitute Force Majeure.

22. Behaviour

We, the Tour Director and any other person in authority (e.g. airline pilot or accommodation manager) has the right to terminate the trip arrangements of any person whose behaviour, in our opinion or that of the person in authority, does or is likely to cause danger, distress or annoyance to themselves or any of our other clients, employees or any third party or to cause damage to property. In this event, our responsibility for the person concerned (including any continuing/return travel arrangements) will immediately cease and we will not be liable to meet any expenses or costs incurred as a result, make any refund or pay any compensation.

Furthermore, you agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party, or any costs that we incur, because of your conduct.

23. Age Restriction

Participants must be a minimum of 21 years old on the departure date and be in suitable physical condition to undertake the challenge as set out in the itinerary.

24. Medical and Fitness Requirements

The Falklands Ultra is open to participants of all backgrounds and we will do our best to cater for any special requirements you may have. If you have any medical problem or disability which may affect your involvement in the event you must provide us with full details on the Booking Form (such information will be dealt with in a confidential manner). Before we confirm your booking, we will advise as to the suitability and we will endeavour to assist you.

If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking or, if full details are not given at the time of booking we reserve the right to cancel your booking (imposing applicable cancellation charges) where relevant.

You accept that participation in the event involves strenuous physical exertion as you will be required to be active for very long periods of time, including the risk of being active through inclement weather. By entering the event, you acknowledge this fact and you accept that it is your sole responsibility that you have a level of fitness at least adequate for the event requirements. If you have any questions on fitness levels required, you must seek advice from FUL before entering the Event.

If it is felt that any participant is not sufficiently fit, healthy, properly equipped or able to complete the event safely, any FUL marshal at any stage has the right to remove you from the event. This can be overturned by the Medical Director upon appeal.

IMPORTANT: You hereby declare that you are physically fit and healthy enough to take part in the event.

25. Medical Treatment

It is a condition of participating that in cases of emergency we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.

FOR NON-UK RESIDENTS OR NATIONALS ONLY

In order to provide medical support, we engage qualified UK doctors to join the trip. Each doctor has professional indemnity insurance in place. However, no medical defence insurance currently provides cover for any doctor taking part in such a trip if sued directly by an individual of Canadian, American, Australian, Bermudan and Hong-Kongese nationality in their home country court of law. For this reason, in order to protect our doctors who provide these professional services, you hereby acknowledge and fully understand that FUL is a UK registered tour operator, that the Doctors which we may provide during the challenge to supply medical support to participants are qualified and operate under English Law and English Jurisdiction. You understand and are fully aware that the Doctors' insurance provides that any claims brought in respect of negligent treatment must be brought under English Law and Jurisdiction. The Doctors will not be insured for claims brought in other jurisdictions, including the participants' home jurisdiction (if outside of the UK). You hereby acknowledge and understand that any cause of action you wish to make must be brought under English law and English jurisdiction. You therefore guarantee not to bring a claim against any Doctor, other than in accordance with this clause.

This clause in no way seeks to exclude liability for death or personal injury caused by the negligence of FUL, its employees, agents, or suppliers.

26. Media

You give your consent that any photography (stills or video), recordings made or taken prior to, during, or after the trip, which may include you in it, may be used in publicity material connected with the event on our website, on social media, or other promotional materials from time to time, and that we will retain all rights, title and interest in such photography or media made by us including but not limited to any royalties, proceeds, or other benefits derived from such material.

27. Mandatory Equipment

The acquisition of mandatory equipment is essential in order to be allowed to enter and take part in the event. Such equipment MUST be obtained by the participant before departing on the Trip and it is the sole responsibility of the participant to ensure that he can demonstrate to FUL at the start of the event that he has the relevant equipment in his possession. In case of questions, you must contact FUL prior to entering in the event. You waive your right to participate in the event and you will not be entitled to take part in the Event if you fail to bring any equipment FUL has advertised pre-Event as mandatory. If you fail to carry the appropriate mandatory equipment while participating at any point in the event, FUL shall be discharged of any liability in respect of your participation.

28. Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide (such as name, address, any special needs/dietary requirements etc.). We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law. Additionally, as your trip is outside of the European Economic Area, controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information onto any person not responsible for your travel arrangements or part thereof, subject to the above. This applies to any sensitive information that you give us such as details of disabilities or dietary/religious requirements. If we are not permitted to pass such information to the relevant suppliers, we cannot provide your booking. In making this booking you consent to this information being passed on to the relevant person/s, company/ies or authority/ies.