



IMPORTANT NOTE: Please read these Terms and Conditions carefully, they form an important part of the contract for your trip.

The Rio 3 Peaks Challenge 2016 is organised by Street Child United (Registered Charity No. 11449 and hereafter referred to as 'SCU') in partnership with People's Events (Registered Not-For-Profit Company No 8071287). SCU's registered office is The Grayston Centre, 28 Charles Square, London N1 6HT.

The 'Client' is the person booking the trip or the person in whose name the booking is made. No bookings can be accepted for anyone under the age of 18 on the day of departure.

The word 'you' or 'your' refers to the client.

The word 'we' or 'us' refers to SCU.

Prior to making any booking, please read the following clauses. It will be implied that by making a booking that you have read and understood all of these Terms and Conditions and agreed to abide by them. If you have any queries about any of these clauses, please raise them before making your booking by contacting SCU.

These Terms and Conditions are subject to change at any time and without notice.

1. How to Book

Please Note: Adequate and valid travel insurance is compulsory for all participants in the Rio 3 Peaks Challenge 2016 and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance for your booking by the date of departure. To enquire about a booking you can contact us either directly over the telephone or via email. To make a booking, complete the booking form via our web site. A completed booking form is required for each person forming a party.

To book your place you will need to pay a non-refundable registration fee of £195.00 which is non-refundable should you decide to cancel your booking for any reason.

If we accept your booking, we will issue a Confirmation Letter (by email) together with a receipt invoice for your deposit. A contract will exist between us from the date we issue the Confirmation Letter or if you book within 14 days of departure the contract will exist when we accept your payment. When you receive the Confirmation Letter please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passport. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket.

By booking your place on the Rio 3 Peaks Challenge 2016, you are committing to fundraising a minimum of £2500.00 for SCU 75% (£1875.00) of which must be received by us by the departure date with the remaining 25% (£625.00) received by us not later than 10 weeks after departure. If you do not successfully fundraise the minimum figure, you may be liable for the balance. At this time, payments to SCU can only be made by cheque or by bank transfer. No credit or debit cards can be accepted.

Travel details will be sent or emailed to you approximately 2 weeks before departure. We cannot accept any liability for tickets lost in the post. We will normally email any trip information documents. If requested in the trip information documents you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

2. If you change or cancel your booking

If, after our confirmation has been issued, you make a change to your existing booking, we will charge an amendment fee of £50 per booking for each change. Should you decide to cancel your booking you must do so in writing. Notice of cancellation will be effective upon receipt of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition reserve the right to apply other cancellation charges as shown below.

Where written notification of the cancellation is received:

- On or before 15th August 2016: loss of deposit.
- After 15th August 2016 (or failure to join the trip): 100% of any cost incurred by us as a result of your place being unfilled.

Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs.

3. If we change or cancel your booking

We reserve the right to cancel your booking or change any of the facilities, services or prices described in our documents or website. We will endeavour to advise you of any changes known at the time of booking. We plan the arrangements for your tour many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers are subject to change. A change of carrier or routing will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' may include: alteration to the scheduled departure or return time of your flight by more than 12 hours (but not a flight delay); or a change of departure airport (excluding a change between London airports).

Compensation will not be payable if we are forced to cancel due to force majeure. The Rio 3 Peaks Challenge 2016 is dependent on a minimum number of persons booking to participate. Once we have confirmed your booking in writing, it is a guarantee that we will not cancel due to numbers subsequently falling below the minimum. Should late cancellations from other passengers occur, we will inform you of the drop in numbers but we will not cancel your tour. We reserve the right to cancel your booking for reasons of force majeure (as defined below). If cancellation occurs for this reason, SCU will not be liable for any refunds.

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, and all similar events. In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force, applicable to all EU carriers. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your trip is the responsibility of your airline and will not automatically entitle you to reimbursement of the cost of your trip from us. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk.



4. Our liability, conditions of carriage and limitations

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your trip may involve. Sometimes these standards will be lower than those which would be expected in the UK. The services and facilities included in your trip will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased overseas your claim should be directed to the activity provider and not to us. If you are joining the trip locally (i.e. not starting with the group from the UK) our responsibility does not commence until the appointed time, and we shall not be responsible for any additional expenses incurred by you to meet up with the group.

Should any individual(s) leave the group en route for whatever reason and incur additional charges, those charges will be payable by the individual at the time. Legitimate medical cases or similar should be covered by the client's travel insurance.

As part of the Rio 3 Peaks Challenge supporting itinerary, we may plan trips to places where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of trip, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

Please be assured that our service providers will always do the utmost to ensure your safety and well-being when on tour. Occasionally our local service providers will need you to sign an 'Acceptance of Risk' form prior to accepting your participation on the trip in accordance with specific local regulations. The purpose of the form is to indemnify the service provider and the Company from any claims made by you for incidents arising due to circumstances outside the service provider's and the Companies reasonable control. Where this is the case details are outlined in your Trip Notes and you may request a copy of the applicable form by contacting us.

Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time. We operate all our trips in accordance with the recommendations from the UK Foreign & Commonwealth Office (FCO). If you are booking from outside the UK you should recognise that the FCO advice may not always be aligned with the advice from your own consulate or government travel authority.

5. Flight Notice, Flight Information and EU Blacklist

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the contract

between the carrier(s), us and you. No representation is made by the carrier(s) or us as to the accuracy of the contents of this notice.

Air carrier liability for passengers and their baggage. This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury. There are no financial limits to the liability for passenger injury or death. For damages up to approximately £109,000 the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments. If a passenger is killed or injured, the air carrier must make an advanced payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than approximately £13,000.

Passenger delays. In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to approximately €5,650; US\$6780.

Baggage delays. In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to approximately £1000.

Destruction, loss or damage to baggage. The air carrier is liable for destruction, loss or damage to baggage up to approximately €1,350; US\$1,660. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage. A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage. If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action. Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States. EU Airline Blacklist. In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at www.air-ban.europa.eu

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting



flight/transfer. We do this by listing carriers to be used or likely to be used: British Airways, TAP Air Portugal, Alitalia. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes of routing, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.

Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

6. Complaints process

If you have any complaint during your holiday you must inform one of our local representatives or your Group Leader and the relevant supplier of the service immediately. If you are not happy with their action in response please follow this up within 35 days of your return home by writing to us at Street Child United, The Grayston Centre, 28 Charles Square, London N1 6HT giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. We can usually sort out any complaints you may have, but if we cannot agree, there are services available to you to which you can take your dispute. Details can be provided upon request. If you prefer, you can take your complaint to the County Court or another suitable court.

7. Details of insurance

Valid travel insurance is mandatory for all participants in the Rio 3 Peaks Challenge 2016. You are strongly advised to insure yourself against possible risks that may occur and in particular to ensure that you have sufficient pre-departure cancellation cover which includes dependent relatives upon whom your trip may depend. You are required to carry proof of insurance with you and produce it if requested by company employees or suppliers, as failure to do so may result in your being prevented from participating in certain activities without the right to any refund.

You are responsible for ensuring that you are in possession of a valid travel insurance for the entire duration of your trip in respect of medical expenses, medical emergency repatriation (including helicopter and air ambulance) and death. You must ensure that there are no exclusion clauses which limit cover for the type of activities included in your tour, such as, but not limited to, trekking at altitude, as SCU will not be responsible for costs you may incur as a result of not having valid or adequate travel insurance. It is the responsibility of all our clients to declare any material facts including known medical conditions to their insurers, as failure to do so may result in a claim being reduced or declined.

8. Visa, Health, Passport, Travel documentation

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or British Foreign Office for the exact requirements travel to and around Rio de Janeiro. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you receive from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor

will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are traveling. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter Brazil, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

9. Privacy Policy

Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same. Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. We will update your information whenever we get the opportunity to keep it current, accurate and complete. For the purpose of providing you with our services, including your flight or other aspects of the trip etc., we may disclose your information to our service providers (who could be located outside the UK/EEA). In order for you to travel overseas, it may be mandatory (as requested government authorities at the point(s) of departure and/or destination) to disclose your information for immigration, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Even if not mandatory, we may exercise our discretion to assist where appropriate. We may collect and use your information for the purposes including but not limited to administration, providing services (and contacting you where necessary), customer care, risk assessment, security and crime prevention/detection, research and analysis, marketing, dispute resolution and debt collection. Some of your information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to disclose relevant information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the group you are traveling with. For example, if your illness at resort is infectious we may need to make special arrangements for you and also ensure that you do not return with the group immediately.

If you do not agree to our use of your information as above, we cannot accept your booking.

We may from time to time contact you with information on offers of goods and services, new products and forthcoming fundraising events. Please note that our website will assume you to agree to e-communications when you make a booking. You will be given the opportunity on every e-communication we send you to indicate that you no longer wish to receive our direct marketing material. At no point will we pass your details on to third parties for use as direct marketing material. We have taken all reasonable steps to have in place appropriate security measures to protect your information. Any changes to this Policy will be either posted on our website, brochure and/or made available on request.



10. Leader Authority & behaviour

On an active group trip it is necessary that you abide by the authority of the leader, who represents SCU and/or our contractors and suppliers. If you commit any illegal act when on the trip or if in the reasonable opinion of the leader your behaviour is disruptive, threatening or abusive or is causing or likely to cause danger, distress or annoyance to others we may terminate your travel arrangements without any liability on our part. If the Captain of your flight or our overseas staff believe that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting an aircraft to remove you. Criminal proceedings may also be instigated.

The accommodation we arrange for you must only be used by those people named in your Confirmation Letter (or on any later Amendment issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay, except damage caused by persons not known to you. These charges must be met by you and may have to be paid locally.

11. Trip Dossier and Information

The concise trip dossier is issued upon confirmation together with any specific itinerary. General trip information and itineraries are available from our website. All information provided is up-dated regularly.

12. Special Requests

We will consider special requests such as special dietary requests or, specific rooming requirements, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing.

13. Participation requirements

All Clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary as described. No minors (those under 18 years of age) can be accepted.

Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the trip. Failure to make such disclosure will constitute a breach of these booking conditions and may result in such persons being excluded from the trip in which case all monies paid will be forfeit. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us of this at the time of booking.

14. Photography & Testimonial

Any likeness or image of you secured or taken on any of our holidays may be used by SCU and/or People's Events without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind such as brochures, slides, video shows or the internet. Any written feedback supplied to the company may also be used for promotional purposes as detailed above.

SUPPLEMENTARY BOOKING CONDITIONS.

These supplementary Booking Conditions are in addition to our standard terms as set out above and should be read in conjunction.

'Minimum Sponsorship' is a minimum amount raised by the client through fundraising. The Challenge cost (less your registration fee) is paid from this amount with all remaining funds going to support our work. SCU undertake that this method must provide a minimum of 50% benefit to us.

'Self-Fund' means that the client pays SCU the full Challenge costs direct and from their personal funds. The client then raises as much in sponsorship as possible which is retained in full by the charity.

15. Minimum Sponsorship Fundraising Requirements.

When asking for money from potential sponsors, you must:

- make it clear that the cost of your participation in the event will be paid out of the money raised.
- make it clear that their sponsorship will be paid for the benefit of SCU and will not be refundable even if the event does not take place or you do not take part in it or you do not complete it. Monies paid to SCU will not be refunded in the event of cancellation, as these monies were raised for charitable purposes.

16. Minimum Sponsorship Fundraising Targets

The Rio 3 Peaks Challenge 2016 is a 'Minimum Sponsorship Event' and you are committing to raising the required funds, by the stipulated dates. You should seriously consider the commitment you are making prior to signing the agreement and booking your trip. If you are unable to meet the target dates set and you are unable to make up any shortfall personally, then SCU have the right to treat this as a cancellation.

17. Extended Stays

Should you wish to extend your stay either before or after the trip, this can be pre-arranged direct with SCU and all costs paid directly to SCU. Any additional costs resulting from the extension such as flight arrangements, private transfers, accommodation or tours, must be paid for by the client. Any such extensions and/or amendments must be requested not later than 15th August 2016.

18. Governing Law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees, for the benefit of SCU that, subject as provided above, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.