

# **D-DAY 44 CHALLENGE 2019**

These Terms and Conditions are your contract with Classic Challenge Ltd. They are the terms and conditions which apply to the D Day 44 Challenge. Please read them carefully as you will be bound by them.

## **1. Registration & Participating in the Event**

- (a) This is an active challenge which involves a high level of fitness. Your general state of health and fitness must be good. It is your responsibility to be fit enough to participate in the D Day 44 Challenge and to seek your doctor's approval if you have any health concerns about safely completing the event.
- (b) You must be at least 18 years old to take part in the event.
- (c) To register for The D Day 44 Challenge you must complete the online registration form and make payment as outlined below in clause 2a. You will receive an email confirming your payment. All information relating to the event will be sent by email or be accessible via the event website at [www.classicchallenge.co.uk](http://www.classicchallenge.co.uk). It is your responsibility to read and act on the information supplied.
- (d) The event route will be sign-posted, it is a self guided challenge. Marshalls will be in position at key points. It is your responsibility not to get lost and you must bring a fully charged mobile phone with European roaming facilities with you in case you need to call Central Control for assistance.
- (e) You participate at your own risk and you are responsible for your personal safety at all times. Classic Challenge Ltd cannot be held responsible for any loss or damage of your property or for any injuries or illness that occur as a result of this event.
- (f) If you drop out of the event having started it for any reason you must inform Central Control.
- (g) By registering for this event, you give permission for the free use of your voice or picture in any broadcast, telecast, advertising and materials to promote this event in future.
- (k) Classic Challenge Ltd and / or your chosen charity may, at their discretion, withdraw your place on the D Day 44 Challenge if it is believed to be in their best interest.

## **2. Payment Options & Fundraising**

- (a) There are two payment options for this challenge:

### **Payment Option 1 – SELF FUND**

Upon registration you pay the £150 registration fee (non-refundable). You then pay the full event cost of the challenge yourself which is a further £340 8 weeks prior to the challenge. You then agree to raise a target of £500 for your chosen charity. The £150 registration fee is non-refundable and non-transferable. Your chosen charity will be provided with your personal details and made aware you are fundraising in their name.

### **Payment Option 2 – MINIMUM SPONSORSHIP**

Upon registration you pay the £150 registration fee (non-refundable). You then commit to raise at least £1000 for your chosen charity. Your chosen charity will need to receive 80% of your minimum sponsorship 10 weeks prior to the event. You then

have 4 weeks after the event to submit the outstanding 20%. Until your charity receives 80% of the minimum sponsorship 10 weeks prior your place on the challenge is not confirmed. If you are unable to meet the sponsorship money requirements, you will forfeit your place. However, you may choose to make up the balance yourself. If your charity has not heard from you and you have not paid in any funds by 10 weeks prior to the event your place on the D Day 44 Challenge will be at risk and may be cancelled. Please ensure you communicate with your charity prior to this time.

(b) All funds raised in connection to this challenge should be paid directly to your chosen charity.

(d) When fundraising you must make clear to donors that £340 of funds raised are paid out on event costs. Should you have to withdraw, all sponsor forms and monies should be forwarded to the charity or returned to the sponsors.

### 3. Changes to the Itinerary

(a) Itineraries and schedules may change, and other alterations may occur which are beyond the control of Classic Challenge Ltd.

(b) Classic Challenge Ltd does not accept liability for any delays in your travel arrangements or reasonable changes to the D Day 44 Challenge itinerary due to force majeure. Force majeure means unusual and unforeseeable circumstances beyond our control, such as national emergency, rioting, natural disaster, fire, bad weather, transport delays or other such events.

### 4. Cancellation By You

You may cancel your place on the challenge at any time providing that the cancellation is made by the person signing the booking form and is communicated directly to us in writing. As we start incurring costs from the time we confirm your booking we will retain your registration fee as this is non-refundable and in addition have the right to apply the cancellation charges shown below. If you sign up to the event as a self-funded participant then any refund due will be paid to you if you are a minimum sponsorship participant then any refund will be paid directly to your chosen charity.

Days prior to departure when written notification of cancellation received	% of Event Fee Payable
56 days or more prior to Departure Date	50%
55 – 29 days prior to Departure Date	30%
28 – 15 days prior to Departure Date	10%
14 – 0 days prior to Departure Date	Nil

### 5. Cancellation By Classic Challenge Ltd

(a) Classic Challenge Ltd reserves the right to cancel the event for operational reasons, force majeure or any other reasons.

(b) If we do cancel your event for any reason other than force majeure we will offer you a full and prompt refund of all monies paid by you.

(c) Classic Challenge Ltd does not accept liability for reasonable changes to the itinerary in circumstances of Force Majeure. Force Majeure means any unusual or unforeseen circumstances beyond our reasonable control including but not limited to an act of God, war, accident, road closures, and failure of power supply, abnormal

weather, fire, explosion or labour Disturbance.

(d) We regret that we cannot pay out any expenses, costs or losses you incur as a result of any cancellation

(e) In the event of D Day 44 Challenge being cancelled we will endeavour to contact all participants prior to the day where possible. We will also keep the event website updated with the latest news.

## **6. Insurance**

It is your responsibility to arrange your own travel insurance for the event to cover pre-event cancellation cover, personal liability and personal accident.

## **7. Law and Jurisdiction**

This contract is made on the terms of these Conditions of Entry which are governed by English Law and both parties shall submit to the exclusive jurisdiction of English courts at all times.

## **8. Suppliers**

a) Where any services are provided by an independent supplier, the conditions of that supplier will apply to you, some of which may limit or exclude their liability to you, often in accordance with international convention. Copies of the relevant parts of such conditions are available on request.

b) We are not always in a position to give details of the transport to be used in connection with your travel arrangements before your place on the event is confirmed. Where this information is provided, any change in it will not constitute a significant change to your tour entitling you to cancel.

c) You are asked to check carefully departure and arrival times on your documentation to ensure that you arrive at the departure point in sufficient time.

d) Travel arrangements for all our events are arranged through scheduled carriers over which we have no control. Consequently we cannot be held responsible for any delays or cancellations.

## **9. Our responsibilities to you**

a) We accept responsibility for ensuring that your travel arrangements will be as described in literature produced by us, or on our behalf. If in the reasonable opinion of your party any part of your travel arrangements is not provided as promised we will pay appropriate compensation if this has affected the quality or structure of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (except for claims for death, injury or illness —see below clause 14b)

b) Classic Challenge accepts responsibility for death, personal injury or illness caused by negligent acts and/or omissions of us, our employees, agents, suppliers or sub-contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your travel arrangements in the itinerary, that we are contractually obliged to provide. We will, accordingly, pay to an affected participant such damages as might have been awarded in such circumstances under English law.

However, damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your travel arrangements or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of your travel arrangements or unusual and

unforeseeable circumstances beyond our control or an event which could not have been foreseen even if all due care had been exercised.

(c) In respect of carriage by sea and rail and the provision of accommodation, the amount of compensation Classic Challenge may be obliged to pay will be limited in the manner provided by the relevant International Convention. Transport is subject to the carrier's conditions of carriage. In particular drunkenness or rowdy behaviour may lead to the carrier refusing carriage when alternative transport may have to be arranged at your own cost.

#### **10. Standard and quality of accommodation and services**

You should not have unreasonable expectations of the facilities that will be provided which may be below what you might expect at home. The level of the standard and quality of your travel arrangements will be in line with the itinerary and any literature you receive from us.