

## Challenge Participant Terms and Conditions

Version 1.0 – 01 September 2025

### Terms

The terms and conditions laid out below outline the contract made between Hardest Travel Group, trading as Hardest Adventures (“HA”, “we”, “our”, “us”) whose registered office is: Hardest Travel Group, Senna Building, Shoreditch Exchange, Gorsuch Pl, London E2 8JF, England (Company Number 16134869), with the “Participant” (“You and “Your”), who is the named person on the booking, And, if a mandatory fundraising target is required as part of your challenge with us, which is shown at sign up, the Charity for whom You have chosen to fundraise for “the Charity”.

Please read these Terms and Conditions carefully as they set out your respective rights and obligations.

In making a booking, you agree that:

You have read these terms and conditions and agree to abide by them

You consent to our Privacy Policy and the use of your personal data in accordance with this

You are over 18 years of age at the time of booking

Parents or guardians must confirm booking with us if You are under the age of 18 at the time of booking.

If under 18 at the time of booking, You must be at least 18 years of age by the start of Your challenge with Us.

You accept financial responsibility for the payment of the registration fee

### Definitions

- “Participant” – The individual undertaking the challenge and agreeing to these terms and conditions (‘You’, ‘Your’)

- “Organiser” – Hardest Adventures (Us). It 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). Often referred to in this agreement as ‘Us’, ‘We’ or ‘Our’.

- “Charity” – This is the Charity You have chosen to raise money for which is shown at our challenge information and sign-up page. Each Charity is UK registered and may support you in your fundraising efforts, however, they are not involved in the organisation of your challenge.

- “Challenge” means the arrangements of, treks, flights, meals, accommodation, and all other products and services provided by the Organiser pursuant to this agreement and detailed in your itinerary and sent to you.

- “Challenge Cost” is the total cost of the challenge due to the Organiser. This is the total cost of the Challenge, and may be made up of Registration Fee, Instalment Payments, Flexible Payment and Balance Payments.

- “Challenge Registration Fee” - The fee You pay to Us as part of your registration for our Challenge. You can choose whether to pay this in full at sign-up, or split it into instalments. Once fully paid, your Registration Fee secures your place on the Challenge, subject to you reaching your fundraising target and us receiving the full Challenge Cost.

- “Booking Fee” is the additional fee you pay on top of your challenge registration fee

- “Cut-Off Date” This is the date before which you are able to alter certain aspects of your challenge without incurring additional fees. Specific information on Cut-Off Dates is provided in Your welcome email.

- “Fundraising Target” - If you are fundraising for a charity as part of your challenge, then this is the minimum amount of money you must submit to the chosen charity in order to take part in the Challenge. If you are unable to meet your Fundraising Target by the stated date (Between 8 and 6 weeks prior to Your Challenge departure date – Specific Information is provided in your welcome email) then your place on the Challenge will be cancelled and any payments You have made to Us are non-refundable. Any payments You have made to the Charity are fully non-refundable.

- “Self-Funding” - On our International, Corporate and European Challenges you have the option to not fundraise for a Charity, or that your fundraising being completed is not a factor that dictates your ability to take part. In which case your Balance Payment (as defined below) is paid directly to Us by yourself or an organising party. If you choose to self-fund, your Balance payment will be due no later than 10 weeks before your Challenge departure date, with a reminder sent 12 weeks prior to the departure date. Once you have signed up to the Charity Sponsorship option, you will not be able to switch your fundraising target or

change to the Self-Funding option. Any exceptions are made at the discretion of the charity and Hardest Adventures staff.

- “Balance Payment” – This is the remainder of the Challenge Cost after You have paid Your Registration Fee. This is normally paid to Us by the Charity out of Your Fundraising Target and is a fixed cost that represents no more than 49% of Your Fundraising Target (excluding any surcharges). If You are not fundraising for Charity the Balance Payment is paid by You to Us and is due 10 weeks before Your Trip departure date.

### Extension Trips – Definitions

- “Extension Trip” – This is an optional package available on a selection of our challenges which includes a number of additional activities and arrangements that take place after your challenge has completed. You are able to take part in your challenges extension trip (if available) by paying Us an Extension Trip Registration Fee and an Extension Balance Payment.

- “Extension Registration Fee” – If You are taking part in a challenge extension trip with us then you are required to pay an Extension Registration Fee. This payment is due on a date which will be stated, and must be paid within 10 days of this date else we reserve the right to cancel your place on the Extension Trip, with your place being transferred back to the normal challenge and You being liable for any associated costs and fees.

- “Extension Balance Payment” – If You have paid the Extension Registration Fee and opted into an Extension Trip with Us, this is the payment we require from You at 9-weeks prior to the departure date which guarantees and secures your place on the Extension Trip. Should you not pay the Extension Balance Payment within 10 days of the specified date and we have not received contact from you, we will cancel your place on the entire Extension Trip without refund. You will be liable for paying any additional or associated costs or fees related to Us cancelling your place on the Extension Trip and ensuring you are returning and staying with the challenge group. If you are unable to pay for these costs within 10 days your place on the Extension Trip will be cancelled without recourse to refund. The Charity is not involved with any payments in relation to Extension Trips.

### Your Responsibilities

The following list outlines Your responsibilities in undertaking a challenge with Us:

#### 1) Sign Up Form

Please ensure that to the best of Your knowledge you fully and accurately complete Your Sign-Up form prior to making payment to us and any additional forms (such as a registration form) sent to you with your welcome email that confirms your place on the challenge. Any changes or adjustments required after this can be done by contacting your challenge account manager free of charge plus any non-refundable supplier-imposed charges or costs so long as the change is provided to us at least 10 weeks prior to departure. Within 10 weeks of the date of departure, any changes requested will be subject to a £20 administration fee plus any supplier-imposed costs or charges. Should you knowingly withhold information from Us on the sign up and registration forms (for example Medical information) that may have an impact upon your suitability to undertake Your challenge with Us then we will cancel Your place on the Challenge with no recourse to refund. Should this cancellation occur whilst You are on Your Challenge the remainder of Your challenge will be cancelled and You will be liable for paying any associated costs (such as transport or hotels) which includes Your return home plans if we cannot reasonably and safely guarantee Your return home with Us given you are no longer taking part in the Challenge.

Note that it may not always be possible to amend specific details, equally, supplier-imposed costs can be significant.

## 2) Passport and Visas

You must ensure You have a valid, in date passport and any visa certificates required for the whole of Your journey. Should you be denied aircraft boarding or entry into a country due to a fault with Your passport or visa the Organiser cannot be held liable, and no refunds are payable to You. Please ensure you check the latest visa and entry requirements for your Challenge prior to your start date.

## 3) Vaccinations

You are required to ensure you have the necessary vaccinations as required for your Challenge and to obtain these well in advance of your Challenge start date.

## 4) Local Laws, Customs and Behaviour

You are responsible for following any local laws and customs in your destination country and for behaving in a responsible and reasonable manner to Your fellow participants, Our representatives / staff, any local suppliers and those you interact with on the Challenge. Please make sure you leave all campsites as you find them, ensuring that single use plastic use is kept to a minimum. You are required to follow all reasonable instructions or requests given to You by Our suppliers and representatives, and are liable to be removed from the Challenge with no recourse to refund if you do not comply with them. It is strongly advised that you familiarise Yourself with the local laws and customs of Your destination country.

For the most up to date information, we recommend the FCO website ([gov.uk/foreign-travel-advice](http://gov.uk/foreign-travel-advice))

#### 5) Challenge Participant Suitability

You are responsible for choosing and joining a Challenge that is suitable and appropriate for Your abilities. You are equally responsible for preparing for Your Challenge by studying the itinerary and pre-departure information provided by Hardest Adventures and by ensuring you bring and have tested appropriate clothing and equipment as indicated on the kit list you are provided. You must be in good physical health to undertake a Challenge, with a reasonable level of physical fitness, and no pre-existing medical conditions (I.e. Cardiovascular) which could affect Your ability to safely take part in the Challenge. If You are unsure, please speak to an Hardest Adventures Challenge Account Manager or your Doctor prior to confirming your place on a Challenge.

#### 6) Travel Insurance

You are responsible for ensuring You have suitable travel insurance for your Challenge. Travel Insurance is compulsory for all participants on our European and International Package Challenges, and recommended for our UK package Challenges. You are responsible for settling any medical bills You may incur, and may be able to claim costs incurred through Your travel insurance company. Hardest Adventures cannot pay Your medical bills on Your behalf.

#### 7) Unforeseen Costs

You are responsible for making sure that You have access to funds that may be required in the event of unforeseen costs during Your Challenge, for example medical bills.

#### 8) Damage to Equipment or Property

You are responsible for any damage or loss caused by You to both Your own, and any of Our Suppliers equipment. Damage or loss must be reported to Our suppliers or an Hardest Adventures representative as soon as reasonably possible, with full payment or suitable agreement for any damage or loss made at the time directly with the accommodation owner, a manager or other supplier. Failure to do so means You will be held responsible for any claims subsequently made against Us as a result of Your actions, together with Our and the other parties full legal costs.

#### Risks and Health and Safety

In registering for Your Challenge, You are acknowledging that adventurous travel such as the Challenge You are undertaking is not without risk, and could involve potentially

dangerous activities that are sometimes in remote areas of the world, and carry the risk of illness, injury or death due to forces of nature, illness, the criminal conduct of third parties or by terrorism. You are therefore taking part at Your own risk and agree to indemnify us, the Charity, our representatives, employees, agents, sub-contractors and suppliers against claims for loss or damage to personal property or for loss or consequential losses or such claims that arise due to Your participation in this challenge arising from Your actions.

Each outlined itinerary given for a Challenge must be taken as an indication of what each group or participant will accomplish and not as a contractual obligation from Us to provide you. It is crucial that in joining any Challenge you accept this flexibility and acknowledge that delays and alterations and their results are possible. You must be suitably fit to cover any individual is not sufficiently fit, healthy, properly equipped or able to complete a challenge without affecting its safety, comfort or progress, the challenge leader at any stage has the right to remove you from the challenge.

Hardest Adventures does not assume responsibility for goods and / or services from any third parties paid for by You during Your Challenge, this may include, but is not limited to, the rental of equipment or clothing, and the purchase of any trips or excursions run by third parties. It is Your responsibility to satisfy yourself as to whether any trip or excursion offered outside of Your challenge is suitable and safe, as we cannot guarantee the safety and suitability of such additional services outside of our package. This includes any trips or excursions booked with Our ground agents or representatives.

You acknowledge that the weather conditions can be severe, hostile or unpleasant, and that medical services and facilities may not be easily available, accessible or consistent with standards in the United Kingdom during parts, or the entirety of Your Challenge.

Hardest Adventures are the Organisers of Your Challenge, Your contract for the Challenge is with the Organiser. The Organiser's responsibilities are limited to the provision of the Challenge in accordance with this Agreement.

## Payments

At the time of registration, You are required to pay Us at least the first instalment of the Registration Fee.

Should you not be able to make payment by the specified payment date your place on the Challenge and any extension trip will be cancelled without recourse to refund.

Payment schedules for Your Challenge shall be clearly outlined and sent to you with your welcome email and may vary.

On specific challenges where flexi-payment options are available, payment amounts and changes or reductions in Your Fundraising Target (For example increasing your registration

fee in place of some of your fundraising) are available upon request, and are reviewed by Us and the Charity on a case-by-case basis.

On or after you first register for Your Challenge until 8 weeks prior, we may be required to take additional payments from you depending upon the registration fee option selected

Prices are quoted in British Pounds and all payments must be made in this currency. Payments may be made by debit card or credit card.

Any monies donated to the Charity to contribute to Your Fundraising Target are deemed Charity funds and are fully non-refundable. Subject to You reaching Your Fundraising Target the Charity will pay Your Challenge Balance Cost to the Organiser on your behalf. Any monies paid to the Charity over and above the Fundraising Target are deemed Charity funds and are fully non-refundable.

If you have chosen to join an Extension Trip, OR selected to split your registration Fee into two or more instalments then We will request payments manually through the issuance of an invoice 4 weeks prior to the payment due date.

Should the Organiser or the Charity (if fundraising) not receive all payments due from you (Including any surcharges where applicable) on time and in full as stated in this agreement, Your place on the Challenge is not guaranteed. If you are still able to undertake the Challenge, you may be subject to further surcharges. Equally, the Organiser will be entitled to keep any Payments made by You or due at that date.

#### Cancellations By You

Any request to cancel your place on Your Challenge must be confirmed to us in writing to [team@hardestadventures.com](mailto:team@hardestadventures.com). Cancellations are effective only from the day they are received by Us.

Cancellations by You will incur the below fees:

- Up to 48 hours after signing up: You are eligible to receive a full refund of your Registration Fee minus a £25 admin fee

- Up to 14 days after signing up: You are eligible to receive a 75% refund of your Registration Fee minus a £25 admin fee

- Beyond 14 days after signing up and up to 10 weeks prior to the challenge: You are not eligible for a refund of your Registration Fee and must pay any outstanding fees to Us before we can confirm cancellation of Your place, this includes all outstanding Registration Fees

such as a 2nd or 3rd instalment payment (if you opted to split your Registration Fee into instalments) or Your Extension Registration Fee if applicable. We will debit your payment card for the amount you owe us. Any exceptions are made at the discretion of Us.

- Between 10 weeks and the date of departure: All monies paid to Us are completely non-refundable.

Your insurance policy may be able to refund You with some or all of the costs if cancellation is due to certain specific factors.

### Changes and Cancellations by Us

Your itinerary and other details published and provided to you are given in good faith, however these are statements of intention only, and whilst we make every effort to maintain our advertised itinerary, we cannot guarantee that we can maintain the intended itinerary. Reasonable changes to the itinerary, vehicle and equipment use, may be made where deemed necessary or advisable due to many reasons (For example safety, previous participant feedback, weather, wildlife or for efficiency reasons). These amendments will be classified as insignificant changes and we therefore reserve the right to amend the itinerary of the challenge as and when it may become necessary to do so. If there is an insignificant modification before you depart, we will try to notify you but we are not obliged to pay any compensation.

In the event that we have to make a significant change to your challenge itinerary, for example, a change of challenge location, main activity, a change in departure city, or where the departure or return date is changed by more than 24 hours. You may decide whether or not to accept the change. If we have to make a significant change, we will tell you as soon as reasonably possible and if there is time to do so before departure, we will offer you the choice of the following options:

- 1) Accepting the changed arrangements
- 2) Receiving a refund of all monies paid to Us (other than travel insurance and any administration fees)
- 3) Accepting an offer of an alternative challenge of a comparable or higher standard from Us if available (at no extra cost)
- 4) Accepting an offer of an alternative challenge of a lower standard if available, with a refund of the Registration Fee price difference between the original challenge and the alternative challenge if applicable paid to You by Us.

If you do not respond to a significant change notification within 7 days, we will assume you accept the proposed changed arrangements

We also reserve the right, in any circumstances, to cancel the challenges. However, in no case will we cancel your challenge less than six weeks before the scheduled departure date unless it is for reasons outside of our control. If we have to cancel your challenge before the date of departure (other than where Force Majeure or failure to raise the minimum sponsorship applies) we will offer you either:

1) An alternative challenge of comparable type, though if the alternative offered is at additional cost, the difference in registration fee, balance and insurance (if applicable) will be payable by you and any difference in the balance will be payable by you

2) A full refund of all monies paid to Us by You, at the point of cancellation, in either case being the only recompense which will be due to you. All monies donated to the Charity will remain non-refundable.

In exceptional circumstances, we may be forced by “Force Majeure” (see “the Organiser’s Liability”) to change or terminate the Challenge after departure but before the scheduled end of Your time away. This is incredibly unlikely, however should it occur, then We will be unable to make any refunds (unless We obtain any refunds from Our suppliers), pay You any compensation or meet any costs or expenses You incur as a direct or indirect result of such changes.

The operation of all our package challenges is subject to a minimum number of persons booking the Challenge. Should less than the minimum number of people book any particular challenge, we reserve the right to cancel Your challenge, but will not do so later than ten weeks prior to the challenge departure date. In these circumstances, the Registration Fee and any Balance Payments paid directly to Us by You thus far will be returned to you in full.

Any money donated to the Charity as part of your Fundraising Target for this Challenge is the property of the Charity and is thus not able to be returned to you or your supporters irrespective of whether you go on to complete the Challenge. In registering for Your challenge, you acknowledge that significant changes may occur, despite our best efforts, and thus You are not eligible for compensation if you choose to cancel your place on the challenge if (a) where we make a significant change, you do not accept the changed arrangements and cancel your booking and (b) If we cancel your challenge and no alternative arrangements are available.

Your place will be cancelled by Us with no recourse to refund (partial or complete) if You fail to pay Your Extension Balance Payment, or any other sums due by You, to Us, when they fall due.

Hardest Adventures will follow advice from both the Foreign and Commonwealth Office (FCO) and our ground agents with regards to safety and security within any destination country. If the FCO advises UK citizens not to travel to Your chosen destination We will cancel Your Challenge and You will be entitled to a refund (as outlined above), if this cancellation occurs outside of 8 weeks prior to the departure date. If the FCO does not specifically advise against all travel to Your destination, Your Challenge will continue as planned and we will not be in a position to make any refunds if You choose to cancel Your Challenge due to a perceived increase in risk.

Should you withhold or provide incorrect medical information on purpose we reserve the right to cancel your place on the challenge. If Your place is cancelled by us, due to a medical condition that You declared when You registered, You will receive a full refund of Your Registration Fee, and any other payments made directly to Us. If We cancel your place as a result of a medical condition that You declare after You register, then you are not eligible for a refund.

We reserve the right to cancel Your Challenge should you not provide Us with key information such as passport details by a specified date. If We cancel Your Challenge because You have not provided Us with Your passport details by the specified date then You will not be entitled to any refund whatsoever.

### Charity

The Charity does not engage with the organisation of the Challenge, and is just the beneficiary of the funds that you raise and donate. The Charity has no responsibility for any payment made to the Organiser by You or any third party or for any act(s) or omission(s) of the Organiser. The Organiser has no responsibility for any payment made to the Charity by You or any third party or for any act(s) or omission(s) of the Charity.

### Flights

Hardest Adventures is neither a carrier nor provider of flight accommodation. You must organise your own flights to the destination country, but You will still have to pay the Registration Fee at the time of booking, and then arrange your own flights within a reasonable time of the start of the challenge. We will provide suggestions and support with choosing the best flight for Your challenge, however the decision and ultimate responsibility if you are arranging your own flights is yours only. If you fail to arrive for the start of the challenge at the appointed time, we shall not be responsible for any additional expenses incurred by you. No credit or refunds will be given if you fail to take up any component of your challenge, or if you lose, mislay or destroy any travel documents.

Each journey by land, sea or air is governed by the conditions of the carrier, with some of these agreements limiting or excluding liability, and some being the subject of international agreements. Copies of applicable conditions are available from the supplier. In prepared itineraries, transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time, and in the case of flights, to air traffic control restrictions. The times of flights and other forms of transport are estimates only and cannot be guaranteed. Internal flights are particularly vulnerable to change. We have no control and accept no liability whatsoever for cancellations and delays, which are subject to operational decisions by airlines and/or traffic control authorities. You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your challenge. If flight delays mean that any additional transfers are required to enable you to join the Challenge, these costs must be met immediately by you and if covered by your travel insurance policy, claimed at a later date.

#### Pricing and Minimum Numbers

All our challenges are priced according to a set number of participants. If less than minimum numbers are booked on a Challenge, then surcharges may be applicable. In such cases the surcharge will be clearly communicated to You.

Most Challenges operate with a minimum number of 6 Participants and Extension Trips typically operate with a minimum number of 4 participants, however on a case-by-case basis the Organiser may not cancel or surcharge a small group if we do need to levy a surcharge. Surcharges are non-negotiable and must be paid in order to take part in the Challenge, unless the surcharge exceeds more than 8% of the overall Challenge Cost (all Registration Fees + all Balance Payments), in which case You will have the option to cancel and receive a full refund of all monies paid directly to Us relating to either the main challenge, or the extension - whichever is applicable. All payments to the Charity however are non-refundable.

Should your challenge be cancelled due to insufficient numbers You will be offered either:

- A free of charge transfer to an alternative Challenge
- A free-of-charge Deferral to the same Challenge at a different time
- A full and complete refund of all monies paid directly to Us

Each price quoted is per person, with inclusions and exclusions clearly outlined in Your Challenge Info Pack.

The cost You agree to pay covers the basic Challenge advised at booking. Once the Trip Cost has been confirmed at the time of booking, We will only increase it by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this Clause, if Our costs increase as a result of:

- Transportation costs, for example fuel, scheduled airfares and any other airline surcharges, scheduled train and bus services and scheduled boat services, which are part of the contract between transport providers (and their agents) and the Organiser or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at airports increasing.

- Supplier Failure. If one of our suppliers fails and we are required to use contingency plans we may need to pass on a surcharge to you.

- Our costs increase as a result of any changes in the exchange rates which have been used to calculate the cost of the challenge. For guidance the challenge Cost is based on a minimum exchange rate £1 (GBP) = €1.2 (EURO) = \$1.3 (USD)

- Our costs increase due to a government-issued tax or levy that was not present when the initial Trip Cost was calculated. For example an increase or introduction in national park fees, VAT, entrance fees and/or minimum wage guiding services as directed by a government agency. These costs will clearly and demonstrably be out our control.

We will not issue a surcharge to You unless the total cost of the surcharge exceeds 2% of Your total Challenge Cost. If any such surcharge is greater than 8% of the Challenge Costs and You do not wish to accept the surcharge You will be entitled to cancel Your booking and receive a full refund of the Registration Fee and any Balance Payment that was paid directly to Us. The Organiser does not refund amendment charges. You have 14 days from the issue date printed on the surcharge invoice to tell the Organiser if You want to Cancel, Defer or Transfer to another Challenge. If You choose to Transfer or Defer then We will waive the fee. If You do not tell Us that You wish to do so within this period of time, We will assume that You will pay the surcharge. Any surcharge must be paid with the balance of the cost of the Challenge or within 14 days of the issue date printed on the surcharge invoice, whichever is later.

#### Incentivised Fundraising Ethics

In taking on this Challenge you are agreeing to accurately describe the intended uses of the donation including a) having a good understanding of the charity's work to inform your donor of what their donation will help to achieve and b) if You are not contributing funds

yourself then explaining that up to 50% of the Fundraising Target is to cover the Challenge Cost.

#### Medical

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.

It is Your responsibility to make sure that You have provided us with all relevant information regarding Your personal, physical and mental health so that we may be able to assess and make reasonable adjustments to the Challenge to accommodate You if required. If Your medical information changes after 6 weeks prior to the Challenge start date, you must let us know immediately.

We may require You to provide a letter from Your Doctor confirming fitness to participate in Your chosen Challenge. Should we deem that Your pre-existing medical condition is sufficient to disqualify You from Your Challenge, We will cancel Your space on the Challenge. Refunds of any monies paid directly to Us by You will be due in these circumstances only if the medical reason for the cancellation was declared to Us by You at the point of Your initial registration.

Pregnancy is considered a medical condition that must be disclosed to Us at the time of booking. We may refuse to carry pregnant women over 24 weeks. If You have declared medical conditions to Us We may require You to provide further information or a note from a suitably qualified practitioner certifying Your ability to take part in the Challenge. We will contact You no later than 7 weeks prior to the departure date requesting such information. If You do not respond to Our reasonable requests for further information and You have failed to provide the required documentation 10 working days prior to the departure date then Your place on the Challenge will be cancelled without recourse to refund.

#### Travel Insurance

You certify that You will have medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance and helicopter evacuation, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to You, or that in the absence of this medical insurance coverage, You agree to pay to Us within 28 days, 100% of all costs of rescue and/or medical services as may be incurred on Your behalf.

You must provide proof of suitable travel insurance, which includes medical repatriation, to Us no later than 7 weeks prior to Your departure date. If You are unable to provide such

evidence of insurance We will cancel Your place on the Challenge and You will not be entitled to a refund of any monies paid to Us. We highly recommend You also include trip cancellation insurance in case You are forced to Cancel, Defer or Transfer Your place due to insurable reasons. Please ensure travel insurance is suitable to the Trip You are undertaking, for example coverage of trekking up to 6,000m above sea-level if You are undertaking a Kilimanjaro trek.

## Deferral

To change or defer Your challenge you must email [team@Hardestadventures.com](mailto:team@Hardestadventures.com) copying in your account manager. You may choose to Defer Your Challenge to the following calendar year by paying us the Deferral Fee. If You have opted to fundraise then Your chosen Charity will allow you to carry-over any monies you have submitted to them and count these monies toward your Fundraising Target for a Challenge departing in the calendar year following the one in which Your Challenge was originally due to take place. If the Fundraising Target for the new Challenge is different from the Fundraising Target of your original Challenge then you will be required to reach the new Fundraising Target amount.

Standard Deferrals for all trekking challenges are subject to a £70 Fee, and all skydiving challenges a £30 Fee, payable to Us and You may Defer at any time from registration up until 8 weeks prior to Your departure and we will hold any Registration Fees and/or Extension Balance Payments in credit against your deferred Challenge. We will allow You to Defer after the 8-week mark has passed but subject to availability so you are advised to Defer as soon as possible if this is your intention. If You Defer to a Challenge with a lower Registration Fee and/or a lower Fundraising Target You will not be entitled to a refund from either Us or the Charity.

If Your place has been cancelled, we may offer You the opportunity to Defer at any time. As part of the Deferral process You will not need to pay the full Deferral Fee, however you will need to agree to any variation in the terms and conditions for Your new Challenge as well as any change in Fundraising Target.

## Data

This clause provides notice to participants of our policies relating to the processing of personal data in accordance with the UK Data Protection Act 2018 and with Regulation (EU) 2016/679 (the 'General Data Protection Regulation').

We collect data (including sensitive personal data relating to Your physical or mental health) from You when You register for a Challenge and We will share this data with suppliers (including trek providers and ground suppliers both within and outside the EU) who need to know it in order to carry out their reasonable obligations in executing their responsibilities

in the delivery of the Challenge, having regard to any medical conditions which You have, and Your dietary requirements.

After Your Challenge has been completed, We may use Your contact information (but not sensitive personal data) to keep you updated with information about Our Challenge via email, SMS, telephone or customised online content, for a period of up to 5 years. You may opt out of receiving such correspondence at any time by emailing Your opt-out request to [team@Hardestadventures.com](mailto:team@Hardestadventures.com)

### Sharing Data

We will pass on limited personal information to the Charity and your Challenge Leader so that they can provide You with fundraising support and advice. This information will not include any sensitive personal data.

We may pass on limited personal information to relevant partners to the extent to allow them to identify Your participation on the program. Any such information will not include any sensitive personal data.

For the avoidance of doubt, the Organiser and the Charity shall be data controllers in common in respect of the processing of Your personal data in accordance with the terms of the UK Data Protection Act 2018 and with Regulation (EU) 2016/679.

By Your participation on the program You hereby accept the terms of this clause and consent to the processing by us of Your personal information (including sensitive personal data) as described above. A full copy of our privacy policy is available on our website at [Hardestadventures.com/privacy](http://Hardestadventures.com/privacy)

### Additional Matters Not Already Covered

We are not liable for:

- Additional hotel nights and meals not specified in the individual Challenge itineraries, but which may be required to get to or from a Challenge start or end;
- Expenses due to the delay of a trip for any reason (e.g., bad weather, trail conditions, landslides, flooding, sickness, etc.);
- Expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad.

### Photography and Film

Hardest Adventures reserves the right to take or use any and all photographic and film records produced on any and all of our challenges. This also applies where You have shared this directly with us, or publicly through social media including, Facebook, Instagram, Tik Tok etc. By participating in a challenge and agreeing to these Terms, you acknowledge and consent to Our usage of any such records - which may include depictions of yourself taking part in the challenge - for promotional and/or commercial purposes, without payment.

## Amendments

We reserve the right to update or alter these Terms and Conditions at any time, and will post the amended Terms and Conditions on Our website at [Hardestadventures.com](http://Hardestadventures.com). We will contact all participants should our Terms and Conditions be updated, within which you will be required to agree or reject the change, if you reject the updated Terms and Conditions the original terms and conditions will apply to your booking until your challenge is completed with us. You are deemed to have accepted any amendments to these Terms and Conditions on the date that is 10 days after their posting to you for review. We recommend that you refer to the Terms and Conditions prior to travel to familiarise themselves with the most up-to-date version available.

## Complaints

We strive to ensure that your travel arrangements go according to plan. However, if you have a complaint arising out of what we have agreed to provide for you please let us know at the earliest opportunity, if necessary via email at [team@Hardestadventures.com](mailto:team@Hardestadventures.com). If a problem arises during your challenge, it is important that you advise the challenge leader and the supplier at the earliest opportunity who will endeavour to put things right. If the situation is not resolved, you should contact our 24-hour emergency phone. If your complaint cannot be resolved locally you should advise us within 28 days of returning to the UK, in writing, with all other relevant information. Your letter will be given prompt attention and we will reply to you within 28 days. If you fail to follow this simple procedure we cannot accept responsibility, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem. Failure to complain on the spot may affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.

## Law and Jurisdiction

You agree that the contract that you have made with Hardest Adventures, alongside any disputes or claims that may arise out of or related to its subject matter, is to be governed by and construed in accordance with the law of England. In addition to this, you irrevocably agree that the courts of England have exclusive jurisdiction to hear and / or settle any dispute or claim that may arise out of or in connection with your agreement with Us.

