

Terms and Conditions

These are the terms and conditions of Challenges (Un)Limited ("CUL"), which apply to those individuals who are advised by Kriya Yoga ("the Charity") and CUL that they will be participating in the fund-raising event to the Indian Himalaya ("the trek"). Please refer to the Charities' own terms and conditions regarding your sponsorship and eligibility to travel. Only those applicants who qualify under CUL booking terms and conditions, the Charities' Conditions of Entry and other rules will be entitled to travel. For those selected to travel, the following conditions will apply:

IMPORTANT NOTE: Our trek takes place in a remote area. Even after careful preparation and planning, things may go wrong. Health and safety are paramount; however you need to accept that local operational standards of transport and accommodation are unlikely to meet Western standards. The itinerary is presented as a guide and may change due to weather patterns, wildlife movement etc We will do our best to keep to the set itinerary but we cannot be held responsible for any last minute changes that might occur. In all such circumstances, your expedition leader will have the final say. If you cannot accept certain last minute changes, please rethink before booking with us. It is your responsibility to ensure that you have read and understood all of the information provided on the Charity website www.balashramtrek.org including the details of the trek, flight and other travel information, the level of fitness required and your commitment to raising funds, before completing the relevant forms needed to complete your registration.

1. your contract: Your signed booking form forms the contract between the participant ("you") and Challenges (Un)Limited ("CUL") whose registered office is at: Northway House, 1379 High Road, London, N20 9LP, England (Company No.03786692). CUL are a specialist tour operator and will operate the trek on your behalf. These booking conditions have been formulated as a result of our responsibilities under law. CUL accept bookings subject to you agreeing the conditions set out below. When you book the trek you undertake that you have the authority to accept and do accept these booking conditions. A contract will exist between you and CUL when CUL inform the Charity (who will inform you) that you have been accepted on the trek. These booking conditions form the entire agreement between CUL and yourself. We hold Air Travel Organiser's Licence Number 6546 issued by the Civil Aviation Authority which provides for your financial protection and, if applicable, repatriation, in the event of our insolvency. Please note that ATOL bonding only applies to bookings that include international flights organised by CUL. No employee of CUL other than a director has the authority to vary or omit any of these terms.

2. participation: You need to be a minimum of 18 years old, in suitable physical condition to undertake the trek as set out in the itinerary and be fully aware of the possible risks inherent in adventure travel. The outline itinerary provided on the Charity website is to be taken as an indication of what each group should accomplish and not as a contractual obligation on our part. It is a fundamental condition of joining the trek that you accept

this flexibility, and acknowledge that delays and alterations and their results are possible. It is in the interest of all members of the group that everyone should be capable of fully participating in and completing the trek. With this in mind, please be aware that if it is felt that you are either not sufficiently fit, healthy, properly equipped or able to complete the trek without affecting its safety, comfort or happy progress, you may be refused permission to join the trek in the first instance or the trek leader has at any stage before or during the trek the right to remove you from the trek. If you have a criminal record or are not able to get a visa you will not be able to join the trek. Places are subject to availability and will be allocated on a first come, first served basis for those who qualify and complete the registration forms. Bookings are non-transferable. CUL reserve the right to decline your request to participate in the trek. Your entitlement to participate depends on CUL being satisfied that there are no circumstances under which CUL ought properly to decline your participation in the trek. CUL's decision on your participation shall be final and binding. In any circumstances where CUL decide that you may not participate in the trek your deposit will be refunded to the Charity minus any essential expenses incurred. This money will be retained by the Charity unless the sponsor has requested that it be returned to them, in the appropriate section of the sponsorship form. You must comply with the laws and regulations of the countries visited and comply with all reasonable instructions of the trek leader relating to the safety and organisation of the trek. If in CUL's opinion, any airline pilot, accommodation manager or other person in authority feels that you are behaving in such a manner as to cause danger, distress or annoyance to others or cause damage to property, your trek arrangements may be terminated by CUL or the supplier concerned. In such an event, CUL shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses CUL incur as a result of your behaviour. You agree that any photography taken by the Charity prior to, during, or after the trek, may be used by the Charity for publicity without your permission and the Charity may pass such images to CUL which may include you in it, and may be used in publicity material connected with future challenges, and that the Charity will retain all rights, title and interest in such photography made by the Charity including but not limited to any royalties, proceeds, or other benefits derived from such material. The trek is based on using twin or triple accommodation (where applicable), and if you join a trek alone, you will be partnered with another member of the same sex to share accommodation. Medical Treatment: It is a condition of joining a trek that in cases of emergency, CUL have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.

3. trek costs: Your deposit is a contribution towards the cost of the trek. To book the trek you must pay your deposit and where applicable the travel insurance premium when returning the completed booking and registration forms to the Charity's office. The deposit is non-refundable unless we cancel the trek for any reason other than war, threat of war, civil strife, natural, man made or nuclear disaster, industrial dispute, bureaucratic obstacles, terrorist activity, adverse weather conditions, fire or similar events. The Charity will issue confirmation of your booking within 14 days of our receiving your completed registration forms. You are responsible for paying for your personal

equipment, tips, flights to and from your home to Delhi, India, overseas airport taxes*, government imposed fees* and the costs of visas*, vaccinations*, additional food & drink, personal spending money, transport to and from the airport of departure and any other activities not included in the itinerary. CUL must receive from the Charity written confirmation that you have provided to them the minimum sponsorship at least eight weeks prior to the departure date of your trek i.e. by 30th April 2010. The Charity will then pay CUL the balance of your trek costs. There is no additional payment required from you to us, other than for amending your booking, as defined in clauses 5 or 6 as applicable. You are not entitled to participate in the trek unless CUL have received from the Charity on your behalf, cleared funds in respect of the deposit, and the balance of your trek costs, or insurance premium if applicable. We reserve the right to treat any arrangements as being cancelled by you if such payment is not received on time. (*If applicable).

4. sponsorship: You agree that unless you raise the minimum sponsorship as indicated, you will not be entitled to participate in the trek unless you pay the balance of your trek travel and accommodation costs, and the Charity confirms in writing to us that they approve you as a participant. The minimum sponsorship must be sent by you to the Charity no less than eight weeks prior to the trek departure date. Failure to do so will mean your non-participation in the trek and forfeiture of your deposit. You agree that you will not use the trek to raise funds for any cause other than the Charity named in your booking form. If you cancel, or you are required to withdraw from the trek, you will be required to send all sponsorship money collected or received, directly to the Charity. This money will be retained by the Charity unless the sponsor has requested that it be returned to them, in the appropriate section of the sponsorship form. You must not start to collect sponsorship until you have received written confirmation of your booking from the Charity. All sponsorship money should be sent directly to the Charity. The sponsorship shall be treated as a donation to the Charity.

5. the effect of price increases: The deposit is fixed at the time of booking and will not be subject to surcharges. The only exception to this is to allow for changes in costs by airlines or any government action including but not limited to new or increased taxes such as VAT, or in changes in embarkation or disembarkation fees, airport taxes or to allow for fluctuations in applicable exchange rates, fuel surcharges, or if the number of participants is less than the minimum number required (as indicated in our literature). Under these circumstances, CUL reserve the right to increase the cost of the trek payable by you to cover the cost of these eventualities. Even in this case, CUL will absorb an amount equivalent to 2% of your contribution to the costs of the trek (excluding insurance premiums). Decreases will be calculated on the same principles. Only amounts in excess of this 2% will be surcharged to you. Where CUL notify you of a price increase in excess of 10% above the full cost and if you have not within 14 days notified CUL in writing that you accept the same, CUL may terminate this contract.

6. if you amend or cancel your participation: In the event that you wish to change a booking previously confirmed by us in writing (such as extending your return date), we will make every effort to assist you. You will be charged a £60 administration fee for any

such amendments. All changes will be subject to availability. You will also be responsible for any unrecoverable charges or expenses in making such amendments (i.e. lost deposits on flights and hotels). For U.K. departures your insurance policy may refund much of your costs if cancellation is due to certain specified factors. Most participants complete the trek they undertake. However, if you are obliged to cut your trek short due to ill-health or for any other reason, there is no refund of National Park fees, or accommodation costs. Any additional accommodation and/or transfer fees, flight and accommodation costs are your responsibility. Please take a credit card to cover any such unexpected costs. If you cancel your travel arrangements, then there will be no refund payable to you as your sponsorship was raised for charitable purposes. Any balance of the sum paid to CUL by the Charity for your travel arrangements, after deduction of cancellation charges, which have been agreed with the Charity, will be repaid to the Charity.

1. Similarly, if CUL cancel your travel arrangements any refunds or compensation will be paid to the Charity.
2. If cancellation occurs due to your ill health or other circumstances out of your control then you will need to contact your insurer to see whether you can reclaim the monies paid by you.

If cancellation occurs due to unusual and unforeseeable circumstances beyond CUL's control, such as national emergency, natural disaster, fire, bad weather, flight delays or other such events (acts of force majeure), then CUL will advise you as soon as it is reasonable to do so.

7. if CUL amend the itinerary: The itineraries and other details are published in good faith as statements of intention only and reasonable changes to the itinerary, vehicle and equipment use, may be made where deemed necessary or advisable. Sometimes this is due to improvements made as a result of client feedback. Other times, it has been made necessary through transport changes. In an adventure trek the itinerary may be and often is changed at short notice due to changing weather patterns, wildlife movements, and other factors out of our control. While CUL will make all proper and reasonable efforts to maintain the advertised itinerary CUL do not guarantee that we can keep to the intended Itinerary and CUL therefore reserve the right to amend the itinerary of the trek as and when it may become necessary to do so. As CUL do not control the day-to-day management of your accommodation, it is possible that CUL may be advised that the reserved accommodation may not be suitable or available to you upon arrival. If this happens, CUL will endeavour to provide accommodation of at least the same standard in the same area. If CUL are required to change the itinerary during the trek, the trek leader will arrange the best alternative. This decision will rest on the sole judgement of the trek leader. The decision of the trek leader is final on all matters. Force Majeure: CUL are not responsible for changes which arise as a result of situations outside of our control such as technical or maintenance problems with means of transportation, changes imposed by re-scheduling or cancellation of flights by an airline or main charterer, epidemics or health risks, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather, closed or congested airports, ports or stations, bureaucratic obstacles or terrorist activity.

8. if CUL cancel the trek: The operation of the trek is dependent on a minimum number of persons booking the trip. Should less than the minimum number of people book on the trek, CUL reserve the right to cancel the trek but will not do so less than six weeks before the scheduled departure date unless it is for reasons outside of CUL's control. If CUL have to cancel the trek, any refunds or compensation will be returned to the Charity Refunds of sponsorship money will be dealt with in accordance with clause 4. CUL will not be liable to you for any incidental expenses that you may have incurred as a result of your booking, such as visas, vaccinations and non-refundable connecting flights or trains.

9. CUL's liability: you together with your personal property including baggage are at all times solely at your own risk. CUL accept responsibility for what our employees, agents, sub-contractors and suppliers do or do not do relating to the trek and for any deficiencies in the services CUL are contractually obliged to provide or the failure of such services to reach a reasonable standard. Please note that CUL will not be liable for any injury, illness or death or consequent losses by you or any member of your group unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of CUL employees, agents, sub contractors and suppliers in the performance of CUL obligations under this contract. CUL do not accept responsibility in respect of death, bodily injury or illness of any person participating on the trek as a result of (but not limited to) physical exertion for which a participant is not prepared; forces of nature; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; lack of or limited access to medical attention in remote locations; and the adequacy of medical attention once provided; or where the cause was your fault, the actions of someone unconnected with the trek arrangements. In all claims of whatever nature CUL will not be liable where the alleged loss or damage results from any of the following;- 1. the fault of the person(s) affected or any member(s) of their party, or 2. the fault of a third party not connected with the provision of your trek which CUL could not have predicted or avoided, or 3. an event or circumstances which CUL or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care, or 4. the fault of anyone who was not carrying out work for us (generally or in particular) at the time. Where the services in question consist of carriage by air, by sea or rail or the provision of accommodation, the extent of CUL's liability will in all cases be limited as if CUL were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to accommodation arrangements). You can ask for copies of these Conventions from CUL offices. We do not accept any responsibility for disruption, inconvenience, cancellation or alteration to the trek due to problems caused directly or indirectly by computer problems, where these problems are not our fault or the fault of our suppliers or could have not have been avoided even though all reasonable care has been taken. If you book any additional activities locally, which are not a part of the original trek itinerary, your contract is with the local company operating the activity and CUL have no liability or responsibility for the operation of the activity. You must if CUL are adjudged to have, or if CUL accept, liability for a claim that you make, assign to us any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your trek or any

death or personal injury you may suffer. You must also co-operate with CUL with any claim CUL choose to bring against any third party which CUL, in CUL's discretion, deem to be so responsible.

10. documentation: Please contact CUL or the Charity immediately if any of the information you receive from CUL or the Charity appears to be incorrect or incomplete, as it may not be possible to make changes later. CUL regret that CUL cannot accept responsibility if you do not tell CUL or the Charity about any mistake in any document within ten days of it being sent out. CUL will do their best to rectify any mistake notified to CUL outside these time limits but you must meet any costs in doing so. The only exception to this requirement to meet any costs is where the mistake was made by CUL. In due course you will be provided with general information on passport and visa requirements, health requirements and security arrangements for any money paid over to CUL and (where applicable) for your repatriation in the event of our insolvency. You will also be provided with the times and places of intermediate stops, transport connections and accommodation details. If you are not a British national other regulations may apply and you should check with your local Indian embassy for further information. You must ensure that your travel documents, travel insurance, full ten-year passport (with a minimum of six months validity at the end of the trek), visas, and vaccination certificates are in order. Visa regulations can change, and may do so at short notice and sometimes without announcement. Where CUL become aware of any changes to regulations, CUL will notify you if we are able. CUL cannot however be responsible for mistakes by embassies, sudden changes to regulations, or actions of border officials that are beyond our control. CUL are able to advise on mandatory health requirements, however, CUL are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice. CUL cannot be held responsible if you do not check current requirements before your departure. If failure to obtain any such documents results in fines, surcharges or other financial penalty being imposed upon CUL then you shall reimburse us accordingly. CUL are not liable to you for any costs, expenses or other sums incurred by you as a consequence of a refusal to allow you into any country on the itinerary as a result of insufficient time on your passport or otherwise. The information in this agreement and in the documents supplied to you accompanying this agreement is correct at the date of print, and is given in good faith but without responsibility on the part of CUL. You should check with the relevant authority for the latest information prior to your trek.

11. conditions of carriage/accommodation: CUL are neither a carrier nor a provider of accommodation. Each journey (whether undertaken or not) by land, sea or air is governed by the conditions of the carrier as set out in clause 9 above. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available for inspection at the offices of the carrier concerned. 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. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed. Internal flights are particularly vulnerable to change. CUL 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 trek. If flight delays mean that any additional transfers are required to enable you to join the group these costs must be met immediately by you and should later be reclaimed under your insurance policy if applicable. If you are joining the trek locally (i.e. the country the trek takes place in) CUL's responsibility does not commence until the appointed time at the designated meeting point. If you fail to arrive there at the appointed time, CUL shall not be responsible for any additional expenses incurred by you in order to meet up with the group. No credit or refunds will be given if you fail to take up any component of your trek, or if you lose, mislay or destroy any travel documents. The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. Your trek may be taking place in a country where travel and accommodation standards are less developed than you are used to in your country of residence. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services.

12. insurance: It is a condition of booking that you are covered by suitable travel insurance whilst participating on the challenge. Such insurance needs to be in place before you are accepted as a participant on the challenge. CUL have arranged a special 17 day policy at an additional cost of £72 per participant payable directly to CUL. This policy covers among other things, medical (emergency, evacuation and repatriation) arrangements, cancellation and curtailment of the challenge, and more specifically the adventurous activities undertaken on this challenge. In situations where you cancel from a challenge less than 56 days prior to the departure date the insurance policy will also, (in the case of a successful claim) reimburse the Charity for any losses they have incurred. Further details of the terms and conditions of the policy CUL recommend are available [here](#). If you elect not to take the policy recommended by CUL and take your own travel insurance policy, you must ensure that it provides at least the same level of cover as our recommended policy. If CUL is arranging insurance it will provide a list of insured persons to the Charity. If you choose not to purchase our recommended policy when you book we will send you a waiver which you need to complete and return before being accepted as a participant. Whilst CUL have taken steps, which we consider necessary to review our recommended travel insurance policy, it is not possible to anticipate every conceivable risk or accident that can occur on an adventure challenge. In addition, no insurance policy covers every possible accident that may arise. You are therefore requested to consider for yourself the wording of the policy that we offer. The policy covers residents (who have been so for more than twelve months) of the UK, ROI, Isle of Man and Channel Islands for a Charity Challenge event. It also covers all participants residing outside of the UK, ROI, Isle of Man and Channel Islands by way of an endorsement. All prices include UK Government Insurance Premium Tax @17.5% If you use your own policy for the challenge and extend your return flight, you will need to make sure that your travel insurance is extended to cover you for the full duration as travel policies are normally operative from home to home only. If you are forced to cancel your participation on the challenge, and you are covered under the terms of the

Charity Challenge insurance policy, you hereby agree to make a claim for any costs that have been paid by the charity towards your challenge.

For all Charity Challenge departures Challenges (Un) Limited t/a CHARITY CHALLENGE (Firm Ref 491848) are an Appointed Representative of Global Travel Insurance Services Ltd (Firm Ref 305686) who are authorised and regulated by the Financial Services Authority and whose status can be checked on the FSA Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

13. risks: An adventure trek is not without risks. You must be adequately fit to cover the distances and undertake the program set out in your trek itinerary. You therefore take part entirely at your own risk and agree to indemnify CUL, the Charity, our employees, agents, sub-contractors and suppliers against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this trek arising from your own actions. You take the risk that you will be able to satisfy all immigration customs or other authorities to be granted lawful access in to all the countries on the itinerary. If you are refused access, CUL do not accept liability for any costs and expenses you incur in resolving your difficulties or returning to your home. CUL will give such assistance as CUL can in the circumstances without any obligation upon CUL to do so and without any liability for CUL's actions on your behalf. CUL have a policy not to pay any ransom or make any payments in order to secure the release of hostages. All participants must wear safety clothing or equipment such as may be required in the country concerned or under the rules and regulations of any local service provider of any activity undertaken by you.

14. complaints: CUL will do its very best to ensure that your travel arrangements go according to plan. However, if you have a complaint arising out of what CUL have agreed to provide for you please let us know at the earliest opportunity, if necessary by calling CUL UK office on +44 (0)20 8557 0000 from wherever you may be. If a problem arises during your trek, it is important that you advise the trek leader and the supplier at the earliest opportunity who will endeavour to put things right. If your complaint cannot be resolved locally you should advise CUL within 28 days of your return, in writing, with all other relevant information. Your letter will be given prompt attention. If you fail to follow this simple procedure CUL 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 will result in your ability to claim compensation from CUL being extinguished or at least reduced. Any dispute or difference between you and CUL arising out of or in connection with this agreement shall first be referred to mediation in accordance with the mediation procedures of the ADR Group of Grove House, Grove Road, Redland, Bristol, BS6 6UL. The mediator shall be agreed upon by the parties and failing such agreement within fifteen days of one party requesting the appointment of a mediator and providing their suggestion thereof, the mediator shall be appointed by the then President of the Law Society of England and Wales. Unless agreed otherwise, you and CUL shall pay your own costs for the mediation. If the dispute is not resolved by mediation within sixty days, or if you or CUL will not participate in the mediation, the dispute shall be subject to the jurisdiction of the English Courts.

15. data protection: In order to process the booking and to ensure that your travel arrangements run smoothly and meet your requirements CUL need to collect certain personal details. These will include, where applicable, your name and address, credit/debit card or other payment details and special requirements such as those relating to any medical condition which may affect the chosen trek arrangements and any dietary restrictions which may disclose your religious beliefs. CUL must pass on your personal details to the companies and organisations including the Charity who need to know them so that the trek can be planned. The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law. You agree that the information you provide to CUL and/or the Charity is accurate and that CUL may pass all necessary and relevant information, which CUL hold to our agents for the purpose of administering this trek. CUL shall not subject any personal data about you to any processing except as may be required for the purposes of the trek. In particular, CUL shall not make use of such personal data for promoting or marketing CUL services other than those applicable to the trek and shall not transfer such personal data to any third party except as maybe necessary for the purposes of the trek. For the purposes of the Data Protection Act 1998 CUL are a data controller. CUL have appropriate security measures in place to protect the personal details you give to CUL. Where the travel arrangements are to take place outside the European Economic Area, (EEA), controls on data protection in the destination may not be as strong as the legal requirements in this country. Where you provide CUL with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA or not. If CUL cannot pass this information to the relevant suppliers, CUL cannot provide your travel arrangements.

16. jurisdiction: This contract and all matters arising out of it are governed by English law. English law will apply to the contract unless you live in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply. In the event that any clause or provision of these booking conditions shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this contract, which shall continue and be enforceable.