

### **Terms & Conditions**

### Ride4Charity 2021

The following Terms & Conditions apply to the Ride4Charity event organised by Travelteer Limited whose registered office is at Travelteer Ltd, 28 Gordon Road, West Bridgford, Nottingham, Nottinghamshire, NG2 5LN, United Kingdom. Please read the Terms & Conditions document in full carefully. The Term & Conditions can also be found on our event website at www.ride4charity.co.uk/legal. By agreeing to Travelteer's Term & Conditions when either paying the team deposit via the website or accepting the invoice deposit, you are confirming your agreement to the following Terms & Conditions.

### 1.0 Definitions

In these Terms & Conditions:

"We", "us" and "our" refers to Travelteer Limited.

"You", "your", "individual", "party leader" and "team" refers to the customer/team making the booking and includes all persons included on the particular booking.

"Participant" includes you and any other person taking part in the event.

"Ride4Charity", "event", "challenge", "trip", "place", "booking" and "contract" refers to the Ride4Charity event arrangements stated in your brochure.

### 2.0 Event Registration

Participants can register to the challenge by submitting their application via our event website (www.ride4charity.co.uk). Applying does not guarantee a place which is subject to availability and suitability. The individual applying must be 18 years old or older by the time of departure and accept the Terms & Conditions.

## 0115 874 4399

ride4charity@travelteer.co.uk

www.ride4charity.co.uk

The individual is responsible for making all payments due to Travelteer.

The first named person on the booking ("party leader") must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking. By agreeing to the Terms & Conditions, the party leader confirms that he/she is authorised.

To register, the team must pay a deposit of £600 when submitting the application. Should your application be unsuccessful, we shall refund you the deposit. The final remaining balance of the trip cost (£2,400) is to be settled no later than 60 days prior to departure. Please refer to the payment structure in section 11.0.

We will send an expedition pack out to all participants. This will include;

- Expedition booklet
- Ride4Charity t-shirt
- Tuk Tuk design pack
  - Training day selection
- Wristband

### 3.0 Team Criteria

The minimum age is 18. It is important for each participant to have a moderate level of health and fitness. All participants must sign the 'acknowledgment of risk' document and state any medical conditions that could affect them during the event. All information will be kept confidential. All participants who wish to take part in the driving the tuk tuk need to have a full UK driving licence (or country equivalent).







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### 4.0 Tuk Tuk Training

Travelteer will provide designated training days for challenge teams to learn how to drive and operate a tuk tuk. The aim of the day is to give each individual adequate training so that they achieve a good level of Sri Lankan road knowledge and handling of a tuk tuk. The session is key so that it helps prepare individuals to take the driving test in Sri Lanka.

Individuals are welcome to attend another session if they feel this would be beneficial. Travelteer will also recommend the individuals to return for further training. Travelteer reserves the right to withdraw any team from the event if they cannot demonstrate competency in operating a tuk tuk.

In the event that an individual / team fails to pass the test to gain a Sri Lankan tuk tuk licence, they will have a second opportunity to take the test the next day (at the expense of the individual). If they fail the test on the second attempt, the individual / team will not be permitted to drive their tuk tuk. We have Sri Lankan driver who can assist the driving if required.

### 5.0 Tuk Tuk customisation

Challenge teams have the option to customise their tuk tuks. The vehicles can be vinyl wrapped in the colour and branding of choice. We require the tuk tuk design to be submitted a minimum of 3 months before the event date.

Please note that if you are fundraising on behalf of a charity you must ask permission from the charity to use their logo and design. It is the team's responsibility to pay for any logo licencing if required by the charity. If you are fundraising for one of our partnered charities, we already have a tuk tuk design template approved.

The payment for the tuk tuk customisation becomes non-refundable 90 days before departure. This is because the payment will have been made to our supplier and the modification would be in process.

### 6.0 Insurance

We strongly advise travel insurance for all Travelteer participants. Your insurance should cover the following basics;

- Medical and Emergency Travel
- Repatriation

- Cover loss or damage to luggage and personal belongings

- Cancellation
- Travel delay
- Curtailment
- Legal expenses
- Personal Accident
- Personal Liability
- Rescue and Assistance

We advise participants to check with their insurer that they are able to drive a three wheeled tuk tuk / rickshaw under their policy.

Travelteer has partnered with our insurance broker to provide cost effective insurance that covers participants for all activities undertaken with Ride4Charity. Please contact the Travelteer team for more information if required.

#### 7.0 Accommodation & Food

Travelteer provides the accommodation for the duration of your trip. We use our trusted hotel suppliers who provide excellent service. We use small to medium size boutique hotels to accommodate the event. All accommodation is to a western standard and includes modern amenities.

Each team will have their own room (with max. occupancy of three person per room). If individuals wish to have additional rooms this can be provided at an additional surplus. Please contact the Travelteer team for more information.

We aim to accommodate all event teams within the same hotel; however, sometimes due to group size / availability we must use multiple hotels in the same area.

Please note that in accommodation in Udawalawe National Park, modern amenities such as air conditioning are not available in all rooms.









Travelteer provides selected meals during the trip. This includes the following;

Day 1 – Evening meal

- Day 2 Breakfast / Lunch
- Day 3 Breakfast / Evening meal
- Day 4 Breakfast / Evening meal
- Day 5 Breakfast / Lunch
- Day 6 Breakfast / Lunch / Evening Meal
- Day 7 Breakfast

A vegetarian option will be available for all meals. It is important that any food allergies are disclosed to the team.

#### 8.0 Inclusions

- Accommodation
- Selected meals (as stipulated in 7.0)
- Tuk tuk (fully insured)
- Sri Lankan driving test / licence cost
- All activities
- Expert guides
- 24/7 support
- Airport transfers

#### 9.0 Exclusions

- International flights
- Travel Insurance
- Travel visa
- Meals other than those specified in 7.0
- Beverages

#### 10.0 Payment

In order to confirm your team, a non-refundable deposit of £600 per team (or full payment if booking within 60 days of departure) must be paid at the time of booking. The balance of the trip cost must be received by us not less than 60 days prior to departure. This date will be shown on the confirmation invoice. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date.

All payments must be made in British Sterling (GBP). We accept bank transfer (BACS), cheques, credit card and debit card. Invoices can also be paid through our system 'Xero' which can facilitate Stripe payments.

## \*\* Please see our 'Travel with Confidence' policy 29.0 in our response to COVID 19.

#### **11.0 Payment Structure**

To help assist customers paying for the trip, Travelteer recommends setting up a direct debit. You can schedule a bespoke monthly payment for your trip. Please contact the Travelteer team. Final remaining balance must be paid 60 days prior to departure.

#### **12.0** Consumer Protection

Financial Security – The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for tour repatriation in the event of our insolvency. We comply with this regulation by having all customer monies being placed within a Trust account (PTS). All money paid to suppliers is insured so that your money is safe and protected at all times.

### 13.0 Refunds

The deposit has a cooling off period of 14 days. After this date, the deposit becomes nonrefundable. Please see section 14.0 & 15.0 for reimbursement in the event of changes and cancellation from both parties.

## \*\* Please see our 'Travel with Confidence' policy 29.0 in our response to COVID 19.

### 14.0 Changes and Cancellation by Travelteer

Travelteer reserves 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 the booking. A "significant change" refers to a change in more than 24 hours









or a major itinerary re-routing. If this does occur after booking, Travelteer will endeavour to offer either a suitable replacement or full refund of money paid. A "significant change" does not include change in transport, food, accommodation.

By signing up to Ride4Charity you are acknowledging that our website and documents are an overview of the event and service we offer. Certain changes including alternative accommodation and time schedules may occur therefore a flexible attitude is paramount.

Travelteer reserves the right to cancel your booking for reasons of failure on your part to pay the final balance or force majeure (please see definition). If cancellation occurs for either of these reasons, Travelteer will not be liable for any refunds.

Force Majeure – 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 war, threat of war, riot, civil strife, industrial dispute, terrorist activity, pandemic or disease, natural or nuclear disaster, fire, adverse weather conditions, all similar events.

### 15.0 Changes and Cancellation by you

Changes or cancellations must be notified to us in writing by email to our UK office. Once booking confirmation has been issued, alterations in date will incur an administration fee of £300. Changes cannot be requested any less than 30 days prior to your departure date. There may be additional costs due to change in date which by requesting a change you will be liable to absorb these costs.

## \*\* Please see our 'Travel with Confidence' policy 29.0 in our response to COVID 19.

If you notify us less than 30 days prior to the proposed departure date, the refund policy applicable to cancellation will apply. Transfers to a third party are only permitted when the transferee meets all the requirements in relation to the team criteria and departure date is more than 30 days.

A cancellation will only be effective when we receive written confirmation via email of the cancellation. If you cancel your travel arrangements, then there will be no refund of the deposit (£600).

The reimbursement for cancellation is stipulated as the following;

- Notice of more than 60 days: 100% refund minus deposit

- Notice of between 60 to 30 days: 50% refund minus deposit

- Less than 30 days: no refund

If you curtail your challenge, we cannot pay any refunds, and you will be responsible for any additional costs involved, including the cost of repatriation.

### 16.0 Price and Surcharges

Due to the nature of our business, our challenges and trip prices are exposed to currency fluctuations. Travelteer reserves the right to change any prices at any time. Once your booking is confirmed, Travelteer will absorb any increases in cost.

### 17.0 Minimum Group Size

Ride4Charity open events are guaranteed to depart once they reach a minimum group size of five teams, unless it specifically states otherwise. There is no minimum group size for individual teams. However, the maximum size per team is three.

### 18.0 Passports, Travel Visas, Vaccinations & Driving requirements

Any information or advice provided by Travelteer in relation to passports, visa requirements and vaccinations is done so in good faith but without the responsibility of Travelteer. Travelteer will endeavour to publish up-to-date information regarding travel advice and will assist our customers to the best of our ability.

It is your responsibility to ensure you have the correct passport (valid for more than six months from departure date) and visas to gain access to any country/region included in the travel arrangements which you purchased from us. If failure 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 trip. You should contact your local doctor/surgery to arrange an appointment regarding vaccinations.

You should book your appointment at least three months prior to your departure as some immunisations take a few weeks to become effective.

All participants who wish to take part in the driving the tuk tuk need to have a full UK driving licence (or country equivalent).

We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

### **19.0 Limitation of Liability**

Travelteer's obligations, and those of our suppliers providing any service or facility included in your trip, are to take reasonable skill and care to arrange for the provision of such services and facilities. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against Travelteer. In addition, we will only be responsible for what our employees, agents and suppliers do or not do if they were at the time acting within the course of their employment (Staff) or carrying out work on behalf of Travelteer (Agents and Suppliers).

We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possession), damage, expense, cost or other sum or claim of any description whatsoever if the failure to carry out the contract is;

- Attributable to you or any member(s) of your party

- Attributable to a third party unconnected with the provision of the services contracted for and the event is unforeseeable or unavoidable. - Due to unforeseen and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.

- Force majeure. Defined in section 14.0.

### 20.0 Acceptance of Risk

Travelteer carefully vets all elements of our packages offered via risk assessments. We take our upmost care of limiting any risk involved in the packages. We accept your application on the understanding that you appreciate the potential risks involved in participating in packages, including loss/damage to personal property, inconvenience and discomfort, injury, or illness. We require participants to sign a 'Acknowledgment of risk' document.

### 21.0 Travelteer's Code of Conduct & Policies

You must comply with the authority of the Travelteer's management and their partnered organisations. If you commit an illegal act or if in the reasonable opinion of the event coordinator(s)/ Travelteer management your behaviour is causing or likely to cause danger, distress or annoyance to others, Travelteer may terminate your involvement in the event with immediate effect without any liability on our part and without a refund.

### 22.0 Complaints Procedure

If you have any compliant during your trip, you must inform the Event manger, Coordinator, or any other Travelteer management immediately. If you are not happy with the actions taken and are not satisfied please write a formal letter to Travelteer's office within 30 days of return from your trip. We will not receive any liability for claims received after this period.

### 23.0 Personal Data & Image Rights

Travelteer will need to collect certain data such as your name and address, medical details, passport number, nationality etc. for individuals to take part in this event. For the purposes of GDPR & the Data Protection Act 1998, we are a data controller. We may pass this data to suppliers of your travel arrangements. We may also pass this information









to public authorities such as Sri Lankan immigration & driving authority. By making an application you acknowledge that we have the right to use images of you, including but not limited to photographs, film, or other similar creative materials, taken of you during your trip, for use in our marketing, or advertising material. If you do not wish for us to use any such images you should inform Travelteer management.

### 24.0 Applicable Law

These Terms and Conditions are governed by the Law of Great Britain

### 25.0 Errors & Omissions

Although we have made a concerted attempt to verify the accuracy of statements made in our trip/ programme documentation and literature, we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.

### 26.0 Extended stays

Should you wish to extend your stay either before or after the trip, this can be arranged by Travelteer's booking office. Any additional cost resulting from extending your stay will be payable by you.

### Supplementary Terms & Conditions for Fundraising

### 27.0 Self-funded fundraising requirements

We ask challenge teams to fundraise for their chosen charity. There is no set minimum fundraising target; however, your charity may give you a guideline of what they recommend you fundraise.

We recommend that individuals use a JustGiving page and link it directly to their chosen charity. Any monies fundraised will then go directly to the charity.

### 28.0 Sponsorship fundraising requirements

Participants can fundraise / gain sponsorship for their challenge cost (£3,000). However, we require teams to fundraise £3,000 for their chosen charity

before any money is allocated to their challenge cost. Anything above the £3,000 threshold can then be allocated to your challenge cost.

When asking for money from potential sponsors, you must;

- Make it clear that their sponsorship will be firstly paid for the benefit of your chosen charity of up to £3,000.

- Any surplus money over the threshold can help to go towards your challenge cost of getting you out there.

Such money will not be refundable even if your challenge does not take place or you do not take part/ complete the challenge as these monies were fundraised for the purpose of the charity.

Please note that JustGiving charge a fee of 1.9% + £0.20 for every donation transaction. This will be debited off your total fundraising.

This information must be clearly stated on your donation site and on any sponsorship forms.

# Supplementary Terms & Conditions in response to COVID-19

### 29.0 'Travel with Confidence' policy

We understand that, during the current COVID-19 global pandemic many people are feeling cautious about making travel plans in the near future. That is why we have introduced our new Travel with confidence policy in response to COVID-19 to give you total peace of mind allowing you to confidently book your next trip with us whilst eliminating any risks.

The specific conditions of this new policy are summarised below;

- Should your team wish not to travel, you are able to change your challenge to a future event for free.
- Should the Foreign and Commonwealth Office (FCO) advise against travel to the destination where the event is taking place you will be given the following options;
  - a) To change to a new challenge date







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b) A full cash refund (£3,000)

We also like to give you reassurance that all our hotels have up-to-date COVID safe accreditation and all our staff are trained to help keep customers safe during the challenge.







