



TERMS AND CONDITIONS (UK)

YOUR TERMS - Your contract is made with Islamic Relief (“IR”, “we”, “us”, “our”) whose registered office is at: 19 Rea Street South, Digbeth, B5 6LB (Charity No. 328158). We accept registrations subject to you agreeing to the conditions set out below.

Please read these registration conditions carefully as they set out your respective rights and obligations.

If you are registering as a parent or guardian (on behalf of an under 18 joining a challenge) you accept these conditions on behalf of the minor.

By registering, you agree that:

1. Registration.

REGISTERING FOR A CHALLENGE - A binding contract is made with us when a) you complete the registration form b) you pay us a registration fee (where applicable) and c) we issue you with a registration confirmation and receipt. At the time of registration, along with paying your registration fee, you will be required to provide us with the following information: your name, address, email, phone number, medical history, emergency contact details, and where relevant, your dietary requirements, height and weight.

If you fail to complete the registration process and fail to provide us with the relevant information within two weeks of first making your registration, your registration will be terminated, and the charges detailed in the ‘cancellations by you’ clause will apply.

These registration conditions form the entire agreement between us.

No employee, representative, agent, consultant of IR other than the IR Fundraising Operations Manager has the authority to vary or omit any of these terms. All registration fees are non-refundable. Discretionary refunds of registration fees may be authorised by the IR Fundraising Operations Manager upon written request only.

Challenges and prices on our website supersede details published in any IR literature.

PRICING - The price of registration will be confirmed at the time of registration. **We reserve the right to amend the price of unsold arrangements at any time and correct errors in the prices of confirmed registrations.**



The price of your confirmed registration is subject at all times to changes in transport costs, such as fuel, which are part of our contracts with transport provider's; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in the currency exchange used to calculate your arrangements any or all of which may result in a variation of the price of your arrangements.

CHALLENGE COSTS - To book yourself onto a challenge, you must pay the registration fee when completing the registration form. The registration fee is non-refundable in the event of your cancellation unless we cancel the challenge for any reason other than Force Majeure situations. If you book onto a challenge and the costs are greater than that of the group (usually associated with late registrations), we will advise you of any increased costs.

You are responsible to pay for your personal equipment, tips, additional food & drink, personal spending money, transport to and from the start/finish point of the challenge, and any other activities not included in the itinerary. (*If applicable).

All discounts and reduced pricing are applied at our discretion. From time-to-time we may offer reduced pricing on selected challenges. The reduced pricing applies strictly to new registrations. Registrations that have already been confirmed, are locked into their original price and are not entitled to the reduced pricing. Promotions are only valid for that specific challenge and are non-transferrable. We are offering the above promotions in good faith or in order to meet the minimum numbers required to operate your chosen challenge.

PAYMENT OPTIONS - You are not entitled to participate in the challenge unless we have received cleared funds in respect of the registration fee, the balance of your challenge costs, and any other services that have been booked for you. We reserve the right to treat any arrangements as being cancelled by you if such payment is not received on time, and our standard cancellations charges will apply. In exceptional and unavoidable circumstances, we reserve the right to request the balance of challenge costs (or a proportion of those challenge costs), prior to 4 weeks before departure. This may occur in the rare case, where a supplier requires earlier payment. We will do all we can to vary the terms favourably, and if we are unsuccessful, we will let you know of the revised deadline at the earliest possible opportunity. In the event that the revised deadline requested is not met, we reserve the right to treat the registration as cancelled, with our standard cancellation charges being applicable.

SPONSORSHIP – Each chosen challenge has a minimum sponsorship that you must meet to participate in the challenge. This amount will be detailed on the IR website, where registrations were made, and confirmed on your automatically generated fundraising page.

At least 80% of the minimum sponsorship must be received by IR no less than 2 weeks prior to the challenge departure or event date. Failure to do so will mean non-participation in the challenge and forfeiture of the registration fee. You should aim to raise the remaining 20% before your challenge departs, and at the very latest within four weeks of completing the challenge (unless stated otherwise by IR).



You agree that you will not use the challenge to raise funds for any cause other than IR. If you cancel, or you are required to withdraw from the challenge, you will be required to send all sponsorship money collected or received, directly to IR. This money will be retained by Islamic Relief unless the sponsor has requested that it be returned to them.

PARTICIPATION - Participants must be a minimum of 18 years old on the challenge departure date and be in suitable physical condition to undertake the challenge as set out in the itinerary. Participants should be fully aware of the possible risks inherent in adventure travel. 16-17yr olds may also participate in challenges, with the agreement of, and when accompanied on the challenge by their parent or guardian.

DISABILITIES AND MEDICAL PROBLEMS - Our challenges are open to participants of all backgrounds and we will do our best to cater for any special requirements you may have. If you have any medical problem or disability which may affect your involvement in the challenge you must provide us with full details on the registration form when registering for the Challenge (such information will be dealt with in a confidential manner). Before we confirm your registration, we will advise as to the suitability of your chosen arrangements if possible, and we will endeavour to assist you. The challenging nature of the challenges we operate mean that where a participant's involvement needs specific medical, social or cultural assistance we may request that they travel with a companion.

If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your registration or, if full details are not given at the time of registration we reserve the right to cancel your registration (imposing applicable cancellation charges) where relevant.

PRIVACY POLICY - In order to process your registration and to ensure that your challenge runs smoothly and meets your requirements, we need to use the information you provide including but not limited to name, passport details (where applicable), any special needs/dietary requirements emergency contact details. We must pass the information on to the relevant suppliers of your travel arrangements such as ground handlers, hotels and transport companies. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law.

All of our ground handlers and third-party suppliers have been instructed to follow strict data protection guidelines provided by IR. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary or religious requirements. If we cannot pass this information to the relevant suppliers, we cannot provide your registration. We will not, however, pass any information on to any person not responsible for part of your challenge arrangements. In making this registration, you consent to this information being passed on to the relevant persons. Please see our [Privacy Policy](#) for further information.



For emergency contact details, IR has a legitimate interest in processing this personal data throughout the Challenge following registration to completion of the Challenge. Processing this information allows IR to maintain accurate contact details (specifically details of who to contact in the event of an emergency).

CUTTING YOUR CHALLENGE SHORT - Most participants complete the challenge they undertake. However, on occasion participants are obliged to cut the challenge short for reasons such as ill-health. If you are obliged to cut short the challenge for whatever reason, IR cannot provide a refund of National Park fees, transport or accommodation costs. Any additional accommodation and/or transfer fees, accommodation costs and any medical costs incurred will be your responsibility. For the avoidance of doubt, these will not be the responsibility of IR. IR requires that you take a credit card with you on the challenge to cover any such unexpected costs. IR are under no obligation to pay for any additional costs, but in the event that we do provide financial assistance, you hereby guarantee that you will personally reimburse us upon your return from the challenge.

MINIMUM NUMBERS - Our costs are based on a minimum number of participants in the group. If the group is smaller or becomes smaller than this required minimum prior to departure for whatever reason IR reserves the right to cancel the challenge. A full refund of challenge costs received to date (excluding administration fees) will be applicable.

ACCURACY - We endeavour to ensure that all of the information and prices both on our website and in our brochures are accurate; however, the information and prices shown on the website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the website regrettably errors do occasionally occur, and we reserve the right to correct prices and other details in such circumstances. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of registration.

MEDIA - You give your consent that any photography (stills or video), recordings made or taken prior to, during, or after the challenge, which may include you in it, may be used in publicity material connected with the challenge on our website, on social media, or other promotional materials from time to time, and that we will retain all rights, title and interest in such photography or media made by us including but not limited to any royalties, proceeds, or other benefits derived from such material.

RISK AND HEALTH AND SAFETY – For all challenges it is the responsibility of IR to undertake a Risk Assessment prior to the challenge and put adequate safety precautions in place to manage those risks. This includes, but is not exclusive to, assurances such as hiring guides and providing safety equipment where necessary.

You understand fully that adventure challenges are not without risk. You therefore take part entirely at your own risk and agree to indemnify us, 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 challenge arising from your own actions.

The whole philosophy of this type of adventure travel is one which allows alternatives and a substantial degree of on-tour flexibility. The outlined itineraries given for each challenge must therefore 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 any challenge that you accept this flexibility and acknowledge that delays and alterations and their results are possible.

You must be adequately fit to cover the distances and undertake the program set out in your challenge itinerary. If it is felt that any participant 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.

We have a policy to not pay any ransom or make any payments to secure the release of hostages. Cyclists must wear a helmet when riding. 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. For water-based activities you must be able to swim 50 meters fully clothed.

MEDICAL TREATMENT - It is a condition of joining a challenge that 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.

BEHAVIOUR - You must comply with all reasonable instructions of the challenge leader relating to the safety and organisation of the challenge. If in our opinion, any 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 challenge arrangements may be terminated by us or the supplier concerned. In such an event, we 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 agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party, or any costs that we incur, because of your conduct.

DOCUMENTATION - Please contact us immediately if any of the information you receive from us appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret that we cannot accept responsibility if you do not tell us about any mistake in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us 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 us.

FORCE MAJEURE - Except where otherwise expressly stated in these registration conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by



“Force Majeure”. For the purposes of these registration conditions, Force Majeure means any event beyond our or our supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, natural or nuclear disaster, fire, chemical or biological disaster and adverse sea, ice and river conditions and all similar events outside our or the supplier(s) concerned’s control.

COVID-19 CONSIDERATIONS – IR is closely monitoring official advice from Public Health England and the UK Government and other appropriate local authorities. We are using the official advice to inform our decisions in relation to our challenges, and your health is what is most important to us.

On any challenge, IR will not be taking more than 30 participants and will be ensuring that adequate social distancing and sanitation facilities are available.

It is your responsibility to carry your own facemask and hand sanitiser on the challenge and to ensure that you maintain good social distance between yourself and other challengers. It is also your responsibility to ensure that you are well and not displaying any symptoms of illness before attending the challenge. Before the challenge commences, IR will be responsible for assessing the health of each challenger and reserves the right to send anyone home should they be displaying any symptoms.

For challenges that require travel to the location, IR will be:

- Ensuring there is suitable space on the vehicle by only allowing 1 person per two seats and using larger vehicles.
- Allocating you a specific seat for longer journeys (at a 3-hour limit) so you can leave your things in one place and have confidence that no-one else has sat there or touched anything (head and hand rests, window ledges etc.)
- Making sure the vehicles are well ventilated.
- Providing everyone with appropriate PPE and hand sanitiser before boarding the vehicle.
- Ensuring the vehicle has been appropriately cleaned before use.
- Providing guidelines for carsharing to a challenge location

For all challenges, we will facilitate the most appropriate hygiene facilities:



- Advance information – We will be sharing widely available information about pre-challenge preparations, good hand hygiene, keeping healthy and so on, and avoiding joining a challenge should anyone have any relevant symptoms.
- Enhanced cleaning processes for all our venues where appropriate - surfaces can harbour the virus, so staff at any challenge locations that do have these will be asked to ensure that they are cleaning more frequently and paying special attention to disinfecting high-touch areas like handrails, door handles, counter tops and food areas.
- Providing hand sanitiser – IR will ensure that when you arrive at any of our UK challenge locations that you will have the opportunity to wash your hands. All of our challenge leaders will also be carrying hand sanitiser on the challenge itself. We would encourage all participants to also bring their own hand sanitiser.
- Putting in place disposal bins for tissues – We will also make sure that all of our challenge event venues have appropriate disposal points for tissues.
- Minimising the number of people kept in close proximity – We will be assessing all of our challenge locations and coordinating the best way to make sure that we provide suitable space for people at points when the whole group needs to be brought together (i.e. registration and event safety briefings). We would ask all participants to be understanding of this process and to cooperate fully.
- Encourage anyone who displays coronavirus symptoms after the event to contact IR immediately in order to initiate a test and trace procedure – We will ask all participants on UK challenge events to contact us immediately should they attend one of our challenges and, within the next 14 days, you display coronavirus symptoms.

We will provide you with specific details regarding how to contact us should you display any symptoms within 14 days of attending a challenge. If we receive notification from anyone in the group that they have subsequently tested positive for Covid-19, we would work with NHS Test and Trace team to let you know and offer further advice.

If IR cannot operate a challenge you have registered for in the UK due to legal restrictions around Covid-19, we will offer a number of options that include:

- 1) Reschedule or postpone the challenge until restrictions are eased or lifted
- 2) Transfer your registration to another challenge that is being offered, that is within legal restrictions (if agreeable)
- 3) Offer a refund on registration fees if the challenge date is 15 days or more away

The options stipulated here are only valid in the event that a challenge cannot proceed due to a change in governmental guidelines.

We respect that some people may feel more comfortable staying at home, and not travelling and taking part in a small group event, regardless of the official guidance. If you choose to cancel, we will action your request but where there is no legal advice against travel or outdoor event participation, our standard cancellation terms will apply.



TRANSFERRING YOUR REGISTRATION TO SOMEONE ELSE - Transferring your Registration to an alternative participant becomes increasingly difficult closer to the date of departure. If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a) that person is introduced by you and satisfies all the conditions applicable to the challenge;
- b) we are notified not less than 7 days before departure/event date;
- c) you pay any outstanding balance payment, any amendment fees applicable, as well as any additional fees, charges or other costs arising from the transfer; and
- d) the transferee agrees to these registration conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in the 'cancellation by you' clause, below, will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Any request to transfer your registration should be put in writing to challenges@islamic-relief.org.uk Please note that any transfer of registration made must be to the identical challenge and departure date as the original registration. If you are able to comply with the conditions set out above, you should supply us with the replacement's name and valid email address immediately. We will then send a confirmation email to the designated replacement who should book and pay the challenge registration fee within seven days. Failure to act in accordance with the above procedure will result in the transfer request being cancelled and normal cancellation terms being applied to the original registration. Once the replacement has been authorised we will refund you (or the Master Booker, if the registration fee was paid on your behalf as part of a group registration) your original registration fee.

CHANGES AND AMENDMENTS BY YOU - In the event that you wish to change/amend/postpone a registration previously confirmed by us in writing, we will make every effort to assist you. You will be subject to covering any charges that are incurred in changing your registration. You will also be responsible for any unrecoverable charges or expenses in making such amendments. All changes will be subject to availability.

If you choose to postpone your participation on a challenge or wish to join another challenge, you should put your request in writing to challenges@islamic-relief.org.uk. If any direct costs chargeable to IR exceed your registration fee, we reserve the right to turn down your request to move challenges. If the challenge you wish to move to has a higher registration fee, balance, or minimum sponsorship level, you will be responsible for the differences. Any payments associated with your change of challenge must be paid within 7 days. If your request to move challenge dates is received in writing by us 4 weeks or more prior to departure, it will be treated as a cancellation and re-registration and the standard cancellation charges will apply (as above.)



CANCELLATIONS BY YOU - Any request to cancel from a challenge must be confirmed to us in writing to challenges@islamic-relief.org.uk. Cancellations are only effective from the day that they are received by us. For cancellations made 28 days or less before the challenge, you will lose your registration fee.

CANCELLATIONS BY YOU DUE TO UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES - You have the right to cancel your confirmed challenge before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your challenge destination or its immediate vicinity and significantly affecting the performance of the challenge or significantly affecting the transport arrangements to the destination.

CHANGES AND CANCELLATIONS BY US - 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 feedback. Other times, it has been made necessary through transport changes, changing weather patterns and other factors out of our control. While we will make all proper and reasonable efforts to maintain the advertised itinerary we do not guarantee that we can keep to the intended itinerary. 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.

Occasionally we may have to make a significant change to your confirmed challenge. Examples of “significant changes” include the following when made before departure; a change of challenge location or main activity, a change in departure city, or where the departure or return date is delayed for more than 24 hours. Should a significant change become necessary we will inform you as soon as reasonably possible. 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 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 (other than any administration fees), 3) accept an offer of an alternative challenge of a comparable or higher standard from us if available (at no extra cost); or (4) accepting an offer of an alternative challenge of a lower standard if available, with a refund of the price difference between the original challenge and the alternative challenge.

You must notify us of your choice within 5 days of our offer. If we do not hear from you within 5 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the alternative registration arrangements.

We also reserve the right, in any circumstances, to cancel the challenge. However, in no case will we cancel your challenge less than 2 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 (i) an alternative challenge of comparable type, though if the alternative offered is at additional cost, the difference in registration fee, the balance will be payable by you, or (ii) 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.

The operation of the challenge is dependent on a minimum number of persons registration the trip. Should less than the minimum number of people book any particular challenge, we reserve the right to cancel that challenge but (other than in exceptional circumstances) will not do so later than 2 weeks prior to the challenge departure date. In these circumstances, the registration fee will be returned to you in full. Refunds of sponsorship money will be dealt with in accordance with the Sponsorships clause.

COMPLAINTS - We will do our very best 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 by emailing iruk.fundraising@islamic-relief.org.uk at the earliest opportunity within 3 working days. If a problem arises during your challenge, it is important that you advise the challenge leader and the supplier at the earliest opportunity within 24 hours of the problem, who will endeavor to put things right. If your complaint cannot be resolved locally you should advise us within 14 days of the end of the challenge, 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.

CONDITIONS OF SUPPLIERS - Many of the services which make up your challenge are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

LAW AND JURISDICTION - You agree that the contract that you have with IR as well as any disputes or claims arising out of, or in connection with, its subject matter are governed by and construed in accordance with the law of the United Kingdom. You further irrevocably agree that the courts of the United Kingdom have exclusive jurisdiction to hear and/or settle any dispute or claim that arises out of or in connection with your agreement with IR.

OUR LIABILITY FOR UK DOMESTIC CHALLENGE REGISTRATIONS –

- 1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your registration with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved



that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the registration in question or any acts or omissions of the supplier, its employees or agents.

- 2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - a) The act(s) and/or omission(s) of the person(s) affected;
 - b) The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - c) Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - d) An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- 3) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves strictly in accordance with the complaints procedure set out in these conditions.
- 4) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 5) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
 - a. which on the basis of the information given to us by you concerning your registration prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- 6) We will not accept responsibility for services or facilities which do not form part of our agreement with you or where they are not advertised on our website or in any of our advertising material.

OFFLINE REGISTRATION – If you register offline with a member of staff or a volunteer, this will not be counted as your registration being confirmed. Your registration will only be accepted once you have completed an online registration form. This is to ensure that:

- a) No IR challenges are being conducted on our behalf without our knowledge
- b) For us to capture any necessary challenger details such as medical and emergency contact details which allows us to conduct challenges in the safest manner possible
- c) To have an agreement between yourself and IR with regard to the Terms and Conditions of the challenge you are undertaking

AGREEMENT TO THE TERMS & CONDITIONS

By signing up to a challenge you agree to be bound by these terms and conditions. Please do not proceed with your booking if you do not accept these terms and conditions.