

Terms and Conditions for Trek

1.0 Definitions:

1.1 “**New Futures Nepal**”, and “**The Charity**” mean the authorised agent(s) of New Futures Nepal, UK Registered Charity number 1098661, registered address but please see clause 2 below:

New Futures Nepal
Registered Office 268
99 Warwick Street
Royal Leamington Spa
Warwickshire
United Kingdom
CV32 4RB

1.2 “**The Itinerary**” means the New Futures Nepal -created proposed schedule of events and timeframes as outlined on the New Futures Nepal website at www.newfuturesnepal.org

1.3 “**The Trek**” means the event organised by New Futures Nepal as outlined in the Itinerary

1.4 “**Participant**” means the person signing this agreement with the intent of raising funds to donate to New Futures Nepal and subsequently participating in the Trek.

1.5 “**Fundraising**” means the legal solicitation of charitable funds

1.6 “**Deposit**” means £400. This is the amount require to be paid by the Participant at the time of signing this Agreement to reserve a place on the Trek, pending Acceptance of the Participant by New Futures Nepal.

1.7 “**Minimum Sponsorship Amount**” means £2,800. This is the minimum amount required to be paid to New Futures Nepal by the Participant, in addition to the Deposit, to qualify the Participant for inclusion in The Trek.

1.8 “**Sponsor**” means an entity agreeing to give money to The Charity as a result of Fundraising

1.9 “**Trek Leaders**” means Ms. Tracey Ann Burge, the New Futures Nepal UK representative in charge of organising the Trek or Mr. Ram Thapa, the Nepalese Sirdar.

1.10 “**Booking Form**” means the New Futures Nepal-created proforma used to collect general demographic details of the Participant.

1.11 “**Medical Questionnaire**” means the New Futures Nepal-created proforma used to collect relevant medical information about the Participant.

1.12 “**Brochure**” means the New Futures Nepal-created information about the Trek as published on the New Futures Nepal website at www.newfuturesnepal.org.

2.0 It has been agreed by the Trustees of the charity and the Charity Commission that a company limited by guarantee will be registered at a future date to replace the current definition of ‘The Charity’ as above.

3.0 Scope: This Agreement is made between New Futures Nepal and the Participant and sets the Terms and Conditions under which New Futures Nepal will organise and execute a Trek in the Nepalese Himalayan Mountains in exchange for the Participant's minimum donation of £3,200.

4.0 Section/Clause Headings: The headings in this document are for general document navigation purposes only and shall not imply intent or affect the interpretation of the Section or Clause in any way.

5.0 Fundraising

5.1 Lawfulness, Exclusivity and Good Repute: The Participant will not fundraise in any public area without obtaining a collector's licence or on Private property (shops, pubs etc.) without first obtaining the owner's permission. The Participant agrees to not knowingly do anything to bring the name of The Charity into disrepute and to immediately cease any activities upon request of New Futures Nepal. The Participant shall not use the Trek as reason to raise funds for any other cause other than New Futures Nepal. All funds raised, including those in excess of the Minimum Sponsorship Amount, shall be paid to New Futures Nepal. All payments shall be treated as a Donation to New Futures Nepal. The Participant indemnifies and holds harmless New Futures Nepal for any liability arising from the Participant's fundraising actions.

5.2 Recordkeeping: Participant shall keep the name, address, amount and date for all funds donated or pledged by all Sponsors, and provide such details to New Futures Nepal on demand. Participant shall keep this information strictly confidential and it will not be used for any other purpose or disclosed to anyone other than New Futures Nepal, the Inland Revenue Service or other authorised Government Agency.

5.3 Copyright and Originality: The Participant will not reproduce the New Futures Nepal Logo without permission of The Charity. The Participant indemnifies New Futures Nepal for any liability arising from the Participant's misuse of copyrighted materials or other breach of intellectual property rights.

5.4 Deposit: The Participant agrees to pay a non-refundable deposit of £400 at time of signing this Agreement.

5.5 Payment Terms: Funds raised by the Participant shall be sent directly to the Trek Organiser. Charities Aid Foundation cheques shall be sent directly to the Trek Organiser. Participants requiring confirmation of funds raised for employer-matching schemes shall write to the Trek Organiser for confirmation of funds raised.

5.6 Final Payment Deadline: The minimum sponsorship balance of £2,800 (in addition to the £400 deposit) shall have been paid to New Futures Nepal by 1st September 2010. If the Participant fails to fund raise the minimum sponsorship requirement, the Participant shall pay the balance themselves or shall withdraw from the Trek and be subject to the Section 6.1 "Cancellation by Participant".

6.0 Termination

6.1 Cancellation by the Participant: If the Participant cancels prior to the departure date of the Trek for any reason, the Participant shall within 5 working days of notifying New Futures Nepal send any and all sponsorship money and sponsor details they have collected to-date directly to New Futures Nepal. This money will be retained by New Futures Nepal unless the Sponsor has requested it to be returned to them in the appropriate section of the Sponsor Form. Any actual costs incurred by New Futures Nepal on behalf of the Participant in excess of the sponsorship plus deposit monies retained by New Futures Nepal from the Participant shall be reimbursed by the Participant to New Futures Nepal within 60 calendar days from the date of cancellation. The £400 deposit shall not be refunded to the Participant. If the Participant voluntarily leaves the Trek en-route they shall not be entitled to any refund.

6.2 Cancellation of Trek by NEW FUTURES NEPAL: New Futures Nepal and its trustees reserve the right to cancel or modify the trek if they consider it prudent so to do. Upon cancellation, New Futures Nepal may offer an alternative trek of a similar standard however dates may be changed. New Futures Nepal shall not be held liable for any loss or damages incurred or any claims due to any cancellation. If the Participant does not choose to accept the alternative trek, then the Participant shall be entitled to a full refund of the £400 deposit upon written request to New Futures Nepal within 30 calendar days of the cancellation date. The Participant shall within 5 working days from the date of cancellation send any and all sponsorship money and sponsor details they have collected to-date directly to New Futures Nepal. This money will be retained by New Futures Nepal unless the Sponsor has requested it to be returned to them in the appropriate section of the Sponsor Form.

6.3 Removal of Participant by NEW FUTURES NEPAL: New Futures Nepal reserves the right to remove any Participant from the Trek for any reasonable cause and specifically for causes relating to Section 13.0 "Breach of Contract" and/or Section 7.8 "Sole Discretion of Trek Leaders" Upon Removal, the Participant shall be subject to the Terms referred to in Section 6.1 "Cancellation by Participant",

6.4 Non-Acceptance of Participant by NEW FUTURES NEPAL: New Futures Nepal reserves the right to decline a Participant's request to participate in the Trek on reasonable grounds, including but not limited to, physical or mental inability to complete the Trek, or anything that would be likely to cause adverse safety or undue hindrance of the other Participants of the Trek. New Futures Nepal's decision on participation shall be final and binding. New Futures Nepal shall refund the Participant's deposit in full within 15 calendar days of non-acceptance. New Futures Nepal shall not discriminate or refuse acceptance of any Participant on grounds of age, race, religion or sexual orientation. New Futures Nepal shall not refuse acceptance of any Participant on the basis of Disability except where acceptance of the Participant would adversely affect the safety or result in undo hindrance of the other Participants of the Trek.

7.0 Responsibilities of Participant

7.1 Self-Certification and Disclosure of Adequate Health: The Participant understands that the Trek will involve strenuous activity and agree that they are mentally and physically capable of participating without adverse affect on themselves or others. Before the departure date of the Trek, if the Participant has any concerns about their physical fitness or health, or any other medical conditions that may affect their safe participation or the safety of others, they shall consult the opinion of a doctor at their expense. Any illness, disability or medication required shall be declared in the confidential Medical Questionnaire. This information will be shared with the Trek Leaders to ensure safety.

7.2 Medicals, Vaccinations, Passports & Visas: Obtaining medical advice, examinations, vaccinations, passports, visas and other preliminary arrangements are entirely the responsibility of the Participant and New Futures Nepal accept no responsibility in the event that these are not completed in time for departure.

The Participant shall indemnify and/or reimburse New Futures Nepal if failure to obtain any such documents by the Participant results in fines, surcharges or other financial penalties being imposed on New Futures Nepal.

The Participant shall ensure they satisfy all immigration customs or other authorities to be able to be granted lawful access in to all the countries on the itinerary. If the Participant is refused access, New Futures Nepal shall not be held liable for any costs expenses incurred by the Participant in resolving their difficulties or returning to the UK.

7.3 Acceptance of All Other Risks The Participant participates in the Trek entirely at their own risk and agrees to indemnify New Futures Nepal, trustees, representatives,

servants, agents and suppliers against claims for loss or damage to personal property or for loss of consequential losses or claims through their participation in the Trek.

The outline itinerary given for this Trek shall be taken as an indication of what the Trek expects to achieve and not as a contractual obligation on the part of New Futures Nepal. The Participant shall hold New Futures Nepal harmless for delays or alterations in the Trek, and shall accept responsibility for and/or indemnify New Futures Nepal for expenses incurred owing to circumstances beyond their control, such as international or internal flight cancellations, war, threat of war, riots, civil strife, strikes, local regulations, sickness, quarantine, terrorist activity, political closures and disputes, natural disasters, weather conditions, fire, technical transport problems or other circumstances amounting to Force Majeure and/or acts of God. Participant shall be responsible for any such expenses incurred, such as extra hotel accommodation or flights, and these must be paid for direct at the time. These costs may be recoverable by insurance.

7.4 Additional Costs: Participant shall be responsible for paying for their personal equipment, tips, overseas airport taxes, government imposed fees and the cost of visas, vaccinations, additional food and drink, personal spending money, transport to and from the airport of departure in the UK and any other activities not included in the itinerary.

7.5 “Over 65” Insurance: Participants aged over 65 must obtain their own travel insurance that meets as a minimum the requirements provide by New Futures Nepal as stated in Section 8.1. New Futures Nepal reserves the right to cancel a Participant’s booking at any time before departure if they are not satisfied that adequate insurance for that Participant is in place. Cancellation terms as detailed in Section 6.1 shall apply.

7.6 Implied Consent and Indemnification for Medical Treatment: In the absence of more qualified medical assistance, Trek Leaders will, to the best of their knowledge and ability, provide first aid support if needed. Participant agrees that they shall not take any legal proceedings or claims for compensation of any kind against New Futures Nepal or its trustees or representatives or the Trek Leaders as a result of any first aid treatment, advice, information, or medicines given or administered either directly by the Trek Leaders or by anyone else whilst the Participant was on the Trek. The Participant agrees that the Trek Leaders have the Participant’s authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on the Participant’s behalf.

7.7 Accurate and Complete Information: The Participant certifies that the information provided by them on the Booking Form, Medical Questionnaire and all other correspondence with New Futures Nepal is to the best of their knowledge true and correct. The Participant shall notify New Futures Nepal if any information provided changes. Participant agrees that if any of the information provided by them is found to be false or out-of-date, New Futures Nepal may remove the Participant from the Trek immediately and cancellation terms as detailed in Section 6.1 shall apply.

7.8 Sole Discretion of Trek Leaders: The Participant shall in all matters relating directly or indirectly to the Trek abide by the instructions and decisions of the Trek Leaders. Participant agrees that the decision of the Trek Leaders as to the conduct, itinerary, and objectives of the tour is final. If, in the opinion of the Trek Leader(s) the Participant’s behaviour or physical condition is detrimental to the safety, welfare and well-being of themselves or the group as a whole or if the Trek Leaders consider that the Participant’s general well-being will be put at risk by continuing with the Trek, then the Participant may be asked to leave the Trek without the right to any refund. If a Participant voluntarily leaves the Trek en-route they shall not be entitled to any refund. The Participant shall comply with the regulations, customs and laws of the countries visited. The Participant shall indemnify and reimburse New Futures Nepal for any expense incurred by New Futures Nepal as a result of the Participant’s behaviour.

7.9 Changes to Transportation: The Participant shall be responsible for any charges incurred by New Futures Nepal due to the Participant's request for a change to the standard transportation included in the Trek Itinerary (e.g. extending the return date, upgrade of flight class, lost deposits on flights and accommodation, increase in airfare, supplemental insurance). All changes requested are subject to availability. Participants may only request an extension to the return date, not an advance on the outward date. Any other travel arrangements made by the Participant in addition to the Trek (e.g. other tours, expeditions, excursions) are made exclusively between Participant and a third party and New Futures Nepal shall not be held responsible or have any liability for such transactions.

7.10 Punctuality: The Participant shall be responsible for presenting themselves with sufficient time to take up all pre-booked components of the Trek. Any additional costs incurred by the Participant in order for them to re-join the Trek shall be paid at the time of purchase by the Participant and shall not be reimbursed by New Futures Nepal.

8.0 Responsibilities of the NEW FUTURES NEPAL

8.1 Group Travel Insurance: New Futures Nepal shall arrange as included in the Minimum Sponsorship Amount, group travel insurance for participants under the age of 65. The Participant acceptance into the group policy shall be subject to acceptance by completion of the Medical Questionnaire for pre-existing conditions on the booking form and acceptance by the insurance company. New Futures Nepal reserves the right to cancel your booking at any time before departure if we are not satisfied that adequate insurance for you is in place. Cancellation terms as detailed in Section 6.1 shall apply. The minimum requirements included in the policy shall be:

- Valid until the date you return home
- Reimbursement of cancellation / curtailment charges in the event that you a travelling companion or a close relative fall ill either before or during the trip
- 24-hour medical emergency assistance
- Valid for altitude-related and adventurous activities
- cover for repatriation
- cover for the cost of search and rescue

8.2 Transportation Arrangements: New Futures Nepal shall arrange, as included in the Minimum Sponsorship Amount, all transportation included in the Trek Itinerary, and specifically excluding transportation to and from the airport within the UK. Economy-Class international return air flights shall be booked through an Air Travel Organiser's Licence (ATOL) protected Travel agent. New Futures Nepal is neither a carrier nor provider of accommodation. Each journey (whether undertaken or not) by land, sea or air shall be governed by the conditions of the carrier undertaking to provide that carriage. New Futures Nepal shall not be liable for cancellations and delays, which are subject to operational decisions by airlines and/or traffic control authorities.

8.3 Data Protection: New Futures Nepal shall not subject any personal data about Participant to any processing except as may be required for the purposes of the Trek. In particular, New Futures Nepal shall not make use of such personal data for promoting or marketing their own services (other than those applicable to the Trek) or other events and shall not transfer such personal data to any third party except as maybe necessary for the purposes of the Trek.

9.0 Accommodation Sharing Arrangements: Accommodation shall be allocated on a twin-sharing basis. Participants will be paired with partners and friends as indicated on the Booking Form. Participants travelling alone shall be paired with a room/mate of the same sex.

10.0 Images, Photography and Video: The Participant agrees that any images, in any format, taken prior to, during, or after the Trek, which may include the Participant in it, may be

used by New Futures Nepal. New Futures Nepal shall retain all rights, title and interest in such materials including, but not limited to, any royalties, proceeds or other benefits derived from such material.

11.0 Assignment or Transfer: No right or duty in whole or in part of the Participant under this Agreement may be assigned or delegated without the prior written consent of New Futures Nepal.

12.0 Complaints and Disputes Process: The Participant shall make any complaint or dispute in writing within 28 days of the end of the trek or shall forfeit any claims and/or rights in relation to the Trek or New Futures Nepal. If the matter, not covered by this Agreement, can not be resolved between the Parties, the Participant and New Futures Nepal agree to the final and binding decision of a third-party Arbiter in lieu of any legal proceedings.

13.0 Breach of Contract: Any breach of contract shall result in the Termination and Removal of the Participant from the Trek. Section 6.1 "Cancellation by the "Participant" shall apply.

14.0 Severability: If any provision of this Contract is found by a proper authority to be invalid or unenforceable, the remainder of the Contract shall remain valid and the invalid provision shall be replaced by a valid provision, which comes closest in intent to the invalid provision. The rest of the provisions shall remain in full force and effect.

15.0 Acceptance: By signing the Booking Form, the Participant agrees to accept all the Terms and Conditions of this Agreement. The Participant acknowledges that they have read the General Information section in the brochure and that they warrant that the information given by them on the booking form is complete and true. New Futures Nepal shall review the Booking Forms, and may request additional information from the Participant. New Futures Nepal shall provide in writing Acceptance of the Participant onto the Trek, at which time this Agreement shall become binding.

16.0 Applicable Law: The terms and conditions of this Agreement made with The Charity shall be subject to and governed by English law.

However, the use of aircraft, cars or any other service provided in the Trek shall be subject to the applicable local or international law agreements and to the terms and conditions of their owners or operators, which may exclude or limit liability. Air travel included in the Trek is subject to the conditions as stipulated by the airline concerned to which attention will be drawn on the airline ticket. The Participant shall obey the laws and regulations of the countries visited, and failure to do so will relieve New Futures Nepal of any liability for the Participant's actions.

17.0 Limitation of Liability: Participants together with their personal property including baggage are at all times solely at their own risk.

New Futures Nepal shall not be held responsible or Liable in respect of death, bodily injury or illness of any person participating in this 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 Participant's fault, the actions of someone unconnected with the Trek arrangements, or if it is due to unusual or unforeseeable circumstances beyond New Futures Nepal's control, the consequences of which could not have been avoided even if all due care had been exercised.

New Futures Nepal shall not be held responsible or liable 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 been avoided even though all reasonable care has been taken

The Participant shall, if New Futures Nepal are adjudged to have, or if New Futures Nepal accept liability for a claim made by the Participant, assign to New Futures Nepal any rights that the Participant may have against any of New Futures Nepal's servants, agents or suppliers, which is any way responsible for the failure of the Trek or any death, or personal injury Participant may suffer. Participant must also co-operate with New Futures Nepal with any claim New Futures Nepal may choose to bring against any third party, which New Futures Nepal, in our discretion, deem to be so responsible.

18.0 Entire Agreement: This Agreement incorporates by reference the following documents and in the case of inconsistency, contradiction, or ambiguity shall have the following order of Precedence:

1. NEW FUTURES NEPAL Terms and Conditions of Trek (this document)
2. Participant's Booking Form
3. Participant's Medical Questionnaire
4. NEW FUTURES NEPAL Trek Brochure