



1 Park Lane · Sevenoaks · Kent · TN13 3UP · United Kingdom · tel + 44 (0) 1732 46 49 49 · fax + 44 (0) 1732 46 11 88  
destinyofachild@aol.com · www.destinyofachild.com

## **Climbing for Children - Building for Children**

**27th January – 6th February 2013**

### **Destiny of a Child TERMS AND CONDITIONS**

#### **1. SPONSORSHIP:**

The Participant agrees to raise a minimum sponsorship amount of not less than £1500, however, each Participant will be asked to raise as much as possible for Destiny of a Child. To participate in the challenge the minimum sponsorship must be received by Destiny of a Child by 31st December 2012 not less than 3 weeks prior to the challenge departure date. Any additional sponsorship over and above the minimum must be received by Destiny of a Child as soon as reasonably possible, and in any case by the 30th May 2013. The Participant agrees not use the challenge to raise funds for any other cause other than Destiny of a Child.

If the Participant cancels or withdraws from the challenge, all the sponsorship money collected or received must be sent directly to Destiny of a Child. This money will be retained by Destiny of a Child. When fundraising, the Participant must make it absolutely clear if any of the sponsorship will be used to contribute towards the Participant's own costs and if so how much.

Participants should not start to raise sponsorship until they have received written confirmation of their booking from Safari Sun Ltd. (SSL), the tour operator responsible for booking the expedition. All sponsorship money should be sent directly to Destiny of a Child. The sponsorship will be treated as a donation to Destiny of a Child.

#### **2. TRAVEL ARRANGEMENTS:**

The travel arrangements for the challenge will be exclusively organised by SSL, which, acting as your agent, will be responsible for booking the various aspects of the tour, including all international flights, internal transfers in Tanzania, The Kilimanjaro Climb, will be operated by Hoopoe Safaris (Hoopoe) and the building work, will be operated by Hugo Titley (and companies under his control) and ACE Africa, TZ.

In addition to the Registration Form enclosed, you will also be required to complete SSL's Booking Form once you have been accepted on the expedition.

#### **3. HEALTH AND IMMUNISATION:**

Yellow fever and cholera vaccinations are mandatory in many African countries. Other inoculations such as tetanus, polio, typhoid, meningitis and hepatitis may also be recommended as is the use of prophylactics due to the risk of malaria. All Participants must obtain proper and detailed medical advice and take all necessary inoculations or medication within the requisite period before the departure, during and after the challenge, as appropriate and should take advice from their GP as to which inoculations or medication are necessary and /or advisable for the expedition.

All Participants must recognise that there is a danger of personal injury or death when travelling at high altitudes and participating in building work. Individuals should make sure they understand the nature of altitude related sickness and how to avoid serious illness. People with pre-existing conditions or considering taking Diamox must seek their own medical advice before going to high altitude.

#### **4. DOCUMENTS AND COMPLIANCE:**

The Participant is responsible for obtaining and making the necessary documents (including but not limited to full, current and valid passport and visas for all periods, countries and territories within the challenge) to enable the Participant to participate in the challenge and the Participant shall comply with all local legislation and regulations of the country or place in which the challenge takes place. The Participant shall indemnify Destiny of a Child for any loss or expense which Destiny of a Child may incur or suffer as a result of a breach of this clause.

#### **5. INSURANCE:**

It is compulsory for all Participants/Climbers to take out their own personal travel insurance with, either the BMC British Mountaineering Council [www.thebmc.co.uk](http://www.thebmc.co.uk) or a policy issued by a reputable UK based insurance provider that covers all the destinations on the tour including all parts of Mount Kilimanjaro to cover among other things, personal accident (including death and disability), medical expenses and emergency, evacuation and repatriation arrangements, legal cover and personal liability and cancellation and curtailment of the expedition, including the entire time spent on Mount Kilimanjaro. Destiny of a Child reserves the right to withdraw a Participant from the expedition if the Participant is unable to provide Destiny of a Child with written evidence that such a policy has been obtained by 31st October 2012. The Participant should also arrange their own insurance cover for the loss, damage or theft to the Participant's personal belongings, money and documents.

The same obligations apply to the Participants/Builders, apart from, cover for the ascent of Kilimanjaro.

#### **6. CANCELLATION:**

If a Participant cancels the challenge or any aspect thereof, either at any time before or during the expedition, they will be required at a minimum to forfeit their deposit under SSL's terms and conditions and may be required to forfeit the entire cost of the expedition. Destiny of a Child accepts no liability of any nature whatsoever in respect of any such cancellation costs, or any other costs or expenses incurred by a Participant following such cancellation.

#### **7. USE OF IMAGES:**

The Participant acknowledges and agrees that Destiny of a Child and other parties (including other Participants) may take photos during the preparation for the challenge and throughout the period of the challenge, in which the Participant appears. The Participant hereby waives any rights he may have in respect of the use of such images and irrevocably grants permission to Destiny of a Child and its licensees and assigns to use such photographs throughout the world for any of commercial or non-commercial purposes in any and all media, including, without limitation, in Destiny of a Child's printed publications, presentations, promotional materials, in the advertising of Destiny of a Child's goods or services or on Destiny of a Child's website. The provisions of this paragraph shall also apply in respect to any photographs or images that the Participant may provide to Destiny of a Child.

#### **8. DATA PROTECTION:**

The Participant consents to Destiny of a Child processing data relating to them for legal, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Participant, including information about the Participant's physical health or condition in order to monitor the Participant's fitness for the expedition, the Kilimanjaro climb, the building of the sites and information about the Participant's special dietary requirements (if any). Destiny of a Child may make such information available to those who provide services to Destiny of a Child, to regulatory authorities, and governmental or quasi-governmental organisations. The Participant consents to the transfer of such information outside the European Economic Area including where the country or territory in question does not maintain adequate data protection standards.

## **9. LIABILITY:**

The Participant acknowledges that Destiny of a Child is a charity and has planned this expedition as part of its fund raising activities in order to assist in the development of cochlear implantation programs for profoundly deaf children in UK and France, to provide support to physically disabled children in Kent, UK and AIDS orphans in Tanzania. The arrangements for the challenge, including the ascent of Mount Kilimanjaro and the building work have all been coordinated by third party professionals such as SSL, Hoopoe Safaris TZ, Hugo Titley (and companies under his control) and ACE Africa TZ. Accordingly, Destiny of a Child and its agents shall not be liable for any injury, damage or loss including consequential loss to any person or their possessions howsoever caused, including personal injury, disease or death caused by or contributed to by Destiny of a Child, its representatives, employees or agents. Destiny of a Child shall further not be held responsible for any type of claim, including damages to persons or property, loss of enjoyment, delays and illness of any nature whatsoever, including, but not limited to the following:

- negligence, fault or omission on the part of any third party, including, SSL, Hoopoe Safaris TZ, Hugo Titley (and companies under his control) and ACE Africa, or their personnel, including all persons over which Destiny of a Child has no direct or immediate authority;
- acts, errors or omissions, injury, loss, accidents, delays or irregularities that could be caused by the breakdown or defect of a land vehicle or airline carrier or any other company transporting passengers;
- theft, strike, illness, quarantine, mechanical failure, terrorist attack, war, government or police constraint, weather condition, or any other cause beyond our control, including any modification to the itinerary resulting from these events;
- insolvency or suspension of activities of any carrier or other tour service supplier.

The Participant hereby indemnifies and holds Destiny of a Child and its agents harmless against any and all claims in respect of personal injury or damages either direct or consequential arising from any cause whatsoever as a result of the participation by the Participant and persons under his authority on the expedition, other than damages occurring as a result of: (i) death or personal injury caused by Destiny of a Child's negligence or, (ii) fraud or fraudulent misrepresentation.

## **10. ACKNOWLEDGEMENT:**

The Participant acknowledges that he or she has voluntarily applied to participate in the challenge. The Participant is voluntarily participating in the challenge with knowledge that travel to the foreign countries and/or remote areas, including Mount Kilimanjaro and remote areas of Tanzania, visited by this expedition, involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats, or other means of conveyance that are not operated or maintained to standards common in the Participant's home country; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; and physical exertion for which the Participants is not prepared.

## **11. OTHER:**

In the unlikely event a legal dispute should arise involving any subject matter whatsoever, the Participant agrees that: (a) the dispute shall be settled by the courts of England and Wales; and (b) the dispute will be governed by English law. The Participant agrees that if any portion of these terms and conditions are found to be void or unenforceable, the remaining portions shall remain in full force and effect. The terms and conditions set out herein to contain the entire understanding between the Participant and Destiny of a Child.

