

PHASE WORLDWIDE

BOOKING CONDITIONS

Walk for Nepal 2021



1. YOUR AGREEMENT

Your agreement is made with PHASE Worldwide whose registered office is PHASE Worldwide, Brunswick Court, Bristol, BS2 8PE (Registered Charity number 1112734). We accept bookings subject to you agreeing to the conditions set out below. Please read these conditions carefully.

A booking and agreement are made with us when:

- You complete the online booking form
- You pay the £40 registration fee
- You are issued with a booking confirmation and receipt

These booking conditions form the entire agreement between yourself and PHASE Worldwide. In signing or emailing back the booking form, you confirm that you are accepting the terms of these Booking Conditions.

2. MEDICAL CONDITIONS

If you have any medical problems or disability which may affect your participation in the event you MUST provide us with full details on the booking form and we assure you the details will be dealt with confidentially. We will advise you before confirming your booking if we believe the event would be unsuitable for you.

In circumstances where, after booking WE reasonably decide that you should not participate in the event for whatever reason medical or otherwise your deposit will be refunded to you in full.

3. COST AND FUNDRAISING RULES

All PHASE Worldwide events have an attached fundraising target which reflects the level of organisation events take and contributes to our overall annual fundraising targets. PHASE Worldwide will endeavour to support your fundraising efforts with promotional materials and advice. By returning your booking form you commit to raising the total specified.

The registration fee of £40 per person must be paid at the time of booking to secure your place. These help to cover PHASE Worldwide's costs and are therefore non-refundable other than if the event is cancelled under section 4 or the provisions in section 4 apply.

The agreed fundraising contribution of £100 (NOT including gift aid) MUST be paid by the fundraising deadline of 8th May 2021. At least 80% of this (£80) MUST be raised by one week before (1st May 2021).

- When undertaking your fundraising activities, you confirm that when requesting donations, state that the donations are for PHASE Worldwide, registered charity in England and Wales (1112734)
- Donations will not be automatically refundable even if you do not or cannot participate in or complete the Event for any reason. The donor would need to write to PHASE Worldwide requesting their donation to be returned within six months of the event.
- As the fundraiser it is your responsibility to inform the donor if you are unable to take part in the Event and advise donors of the process for their donation being refunded.
- Collect in and pay to PHASE Worldwide (or procure the payment to PHASE Worldwide of) all sums pledged to PHASE Worldwide through yourself
- Ensure that all donations made by cheque are made payable to PHASE Worldwide
- Pay any additional monies received in connection with the Event to us within 4 weeks of your return from the Event
- Not to do anything to bring the name or reputation of PHASE Worldwide into disrepute.

- Abide by the Fundraising Regulator's code of conduct at all times.
- Abide at all times with the Data Protection Act Data Protection Act 2018 and GDPR legislation.

Should weather conditions or ill health involve you incurring extra costs such as accommodation, transportation and meals, such costs will be borne by you.

4. CANCELLATIONS

If you withdraw from a programme before departure, for any reason PHASE Worldwide must be informed in writing. Any funds received by the charity up to this point will be treated as donations to the charity and will not be refunded, unless the donor requests as detailed in 3. Cost and Fundraising Rules. No payment on which tax has already been reclaimed under the gift aid scheme can be refunded.

NB: For overseas events your own travel insurance may refund your costs if the cancellation is due to certain circumstances.

Cancellation by us

PHASE Worldwide reserves the right to cancel the event in any circumstances. If the cancellation is due to factors outside of PHASE Worldwide control other than COVID-19, such as weather, then PHASE Worldwide will refund 50% of the registration fee (to cover event costs already incurred). If a participant does not comply with the booking conditions, then no refund will be issued.

COVID-19

PHASE Worldwide will comply with all Government guidelines and legislation in force at the time of the event. In the event of cancellation by us due to COVID-19 restrictions, PHASE Worldwide will refund your participation fee in full. It will be the fundraiser's responsibility to advise all supporters who have pledged sponsorship money, or donated via JustGiving to write to PHASE Worldwide should they wish to be refunded.

You should not attend the event if;

- You believe you may be infected with COVID-19
- You have experienced symptoms in the 14 days prior the event
- You have been advised via Track and Trace that you have been in close proximity to somebody infected with COVID-19 in the 14 days leading up to the event
- Have been instructed to self-isolate

Registration fees will be a) refunded or b) transferred to another event. You must contact PHASE Worldwide immediately to advise that you will be unable to take part.

Cancellation by you

If you cancel for any reason other than those covered under the COVID-19 provision above, the following will apply

- Cancellations made more than 6 weeks in advance of departure a refund of 60% of the registration fee will be made.
- Cancellations made more than 4 weeks in advance of departure a refund of 40% of the registration fee will be made.
- Cancellations made less than 4 weeks of departure will incur the loss of the entire registration fee paid.

5. YOUR RESPONSIBILITIES

Equipment: Participants are responsible for ensuring that they have appropriate equipment. More details of equipment required will be available after booking.

Any loss or damage caused by you to any equipment provided by PHASE Worldwide is your responsibility and full payment must be made by you for any such loss or damage.

You must ensure that all personal information given by you to PHASE Worldwide in writing or otherwise is true and accurate.

By entering the event you confirm that you are aware of the risks involved and the degree of fitness required to take part and agree that you are physically capable of competing in the event. You are advised to consult your doctor if in any doubt prior to undertaking any exercise programme or sporting event. You undertake and agree to inform PHASE of any change in your medical condition from the date of registration up to and until the start of the event. Participants aged 65 years or over, or who have a pre-existing medical condition, may be required to provide a doctor's certificate stating they have a suitable level of fitness to participate in the event.

All training plans, hints and tips information are provided in good faith and it is recommended that all participants consult a doctor before embarking on any program of physical activity.

You must comply with all instructions and directions from PHASE Worldwide event leaders or any others working or volunteering at the event. Failure to do so may result in you being required to leave the event. In this case, any costs incurred will be borne by you.

USE AND ALLOCATION OF PROCEEDS FROM THE EVENT

Proceeds from this event will be used by PHASE Worldwide to support its projects in Nepal. The full amount of the participation fee will be used to cover the overheads of the event.

6. PHASE WORLDWIDE LIABILITIES

PHASE Worldwide has taken great care to resource the event, a great emphasis has been placed on your safety. However it has to be acknowledged that these itineraries may involve hazards that increase the risk of personal injury, illness, death and/or loss or damage to personal property. By registering you will accept and acknowledge these inherent risks and that PHASE Worldwide cannot take any responsibility for the consequences unless this is due to negligence on behalf of PHASE Worldwide.

PHASE Worldwide cannot be responsible for loss of earnings due to illness, injury or delays incurred on the event or loss of or damage to personal property.

PHASE Worldwide reserves the right to alter itineraries at short notice through factors beyond its control such as adverse weather, etc. Under such circumstances PHASE Worldwide will endeavour to inform you at the earliest time possible and change the itinerary to as near as possible to the original one but will not offer compensation. Where minor changes to itineraries have to be made such as accommodation or transport that would not be reasonably expected to have a significant effect on the event, PHASE Worldwide will endeavour to supply accommodation or transport of at least the same standard as advertised.

In the event of force majeure including but not limited to war, earthquake, civil unrest forcing PHASE Worldwide to terminate the event after its departure, PHASE Worldwide will be unable to make any refunds.

Should the event not meet the minimum number required to make the event viable PHASE Worldwide reserves the right to cancel with a full refund of the registration fee.

The event leader can sign for any emergency medical treatment if you as a participant are unable to do so and do not have a contactable next of kin.

You must be 16 years or older before the date of departure unless accompanied by an adult.

7. NEGLIGENCE

Any accident or loss deemed to be due to negligence on the part of the supplier PHASE Worldwide should be reported within 7 days of the event and any claim made against PHASE Worldwide must be within 21 days.

8. COMPLAINTS

If you have a problem whilst away please inform the relevant supplier (e.g. your hotelier) and our representative immediately, who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home, by writing to us. If you fail to follow this procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were away and this may affect your rights under this contract. It is unlikely that you will have a complaint that cannot be settled amicably between us. If we are unable to resolve the matter you can refer it to arbitration under a scheme that is administered independently by the Chartered Institute of Arbitrators.