

Trek Palestine 2020 Terms and Conditions

The terms and conditions set out below will form the basis of your relationship with Medical Aid for Palestinians (MAP) of 33a Islington Park Street, London, N1 1QB (Charity Registration No. 1045315).

Please read them carefully as they set out each party's respective rights and obligations.

All bookings are subject to these terms and conditions.

Definitions

All parties agree to the following **Definitions**

1.0 In this Agreement, the following words will have the following meanings unless the context requires otherwise:-

- (i) "this Agreement" means this Agreement including all schedules, appendices, amendments, additions, brochures, itineraries and MAP website content.
- (ii) "the Event" means the event and all activities selected by you including accommodation, vehicle hire and all other products and services.
- (iii) "the Deposit" means the deposit fee payable to MAP for the challenge event. This is payable in addition to the Sponsorship Target.
- (iv) "the Sponsorship Target" means the minimum amount of money that we ask you to raise.
- (v) "the Event cost" means the cost of the challenge event due to MAP which forms part of the Sponsorship Target, being the basic event cost plus the Registration Deposit advised at the time of booking.
- (vi) "you" and "your" means the participant named on MAP's registration form.
- (vii) "self-funding" is the option to pay the challenge event cost direct to MAP from your own funds. You must notify MAP if you decide to do this.
- (viii) "Supplier" or "Tour Guide" means a company or person not employed by MAP who provides services related to your challenge event. For Trek Palestine 2020, Siraj Centre will be the local Tour Operator. YMCA Street - Andoni Building, Beit Sahour, Bethlehem, P.O.BOX 26, Palestine. Tel: +972 2 274 8590

Summary of Conditions of Entry

1. You must be at least 18 years of age before the departure date of the event.
2. A non-refundable registration fee of £350 is required to participate in this event and should be paid to Medical Aid for Palestinians (MAP).
3. You are expected to raise the target sponsorship amounts and meet the physical fitness targets required by the agreed dates (for details see section 8 & 9). You may have to forfeit or postpone your right to a place on this event if you can't meet the deadlines.
4. Your passport must be valid for at least six months from date of return to the UK and must have two clean pages available. You must provide MAP with a list of countries you plan to visit before the time of the trek.
5. Itineraries, schedules and accommodation may change, and other alterations may occur which are beyond the control of MAP. You will be notified of any such changes.
6. Your travel insurance must cover the Palestinian Occupied Territories, health/accident/loss/repatriation/cancellation during the event and all risks associated with this Trek challenge. You must supply proof of travel insurance no later than ten weeks prior to departure or you may forfeit your place on the event.
7. You take part in this Event at your own risk and are responsible for your health and fitness. Before you sign up for the trek, you must consider if you are fit enough to complete it. MAP and the local tour operator reserve the right to withdraw you from the trek at any stage.
8. You must not do anything which could bring the charity and /or charity partners into disrepute whether before, during or after the Event. We have the right to cancel your participation on the trek if your behaviour, including comments on social media, are not in keeping with the aims of the charity.
9. You must agree to be bound by the terms and conditions in this document.

MAP Trek Palestine Challenge Event (Event) Terms and Conditions

Registering to Participate

2.0 MAP is the Organiser of the Event and your contract is with MAP. Please note MAP's responsibilities are limited to the provision of the Event in accordance with this agreement.

You can register your interest online via MAP's website. You will then be sent an application form and Terms and Conditions to complete and sign. You must be at least 18 years of age before the departure date of the event.

2.1 On receipt of your application form and deposit, MAP will, subject to availability, confirm in writing your place on the Event. If we have any concerns regarding your application during the booking stage which may affect your ability to participate, we will contact you directly. You must contact MAP immediately if any information on the confirmation documents changes, appears to be incorrect or incomplete as it may not be possible to make changes later.

2.2 MAP reserves the right to refuse your participation. MAP's decision in this matter will be final and binding but we will exercise this right only on reasonable grounds. If these circumstances arise, your deposit and insurance premium will be refunded in full.

Passports, Vaccinations and Visas

3.0 You must have a valid, full passport (minimum of six months validity required at the end of the Event) and hold appropriate visa and vaccination certificates if/where necessary when travelling from outside the UK. If you need to apply for a new passport it takes a minimum of three weeks to apply. Your passport must have at least two clean pages and you must provide MAP with a list of countries you plan to visit before the time of the trek. Information given by MAP about passport matters or related items (baggage, personal gear etc.) is given in good faith but requirements may change, and you must check the current position for the time of departure. For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk

Making Amendments

4.0 If you wish to make changes to the details you have provided less than 3 months before the event, (e.g. Medical, room preference), you must notify MAP in writing. MAP will endeavour to do their best to accommodate any changes.

Special Requests

5.0 If you have any special requests you must advise MAP in writing at the time of booking. MAP will pass any reasonable requests on to the relevant supplier although we regret that we cannot guarantee any request will be met unless we have specifically confirmed this. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

MAP regrets it cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

Meeting Point on Arrival

6.0 MAP has reserved a limited number of flights from London to Tel Aviv on Sunday 18th October and return flights on Monday 26th October. If you are a late registrant and unable to secure a MAP reserved flight, or you wish to fly to Tel Aviv from a different origin we will recommend suggested flight times for you to travel. If you book your own flight, it is your responsibility to confirm the booking with MAP at least ten weeks before departure. Upon arrival to Tel Aviv on Sunday 18^h

October, MAP will provide transportation from Tel Aviv to Jenin if you choose to travel on the flights we recommend.

6.1 For those who wish to travel out earlier, MAP will also confirm a meeting time and place in Jerusalem on Sunday 18th October 2020. You will be expected to arrive in good time to the confirmed meeting point to enable efficient transportation to Jenin. If participants arrive late, the group will have to go to Jenin without you and you will be expected to organise your own transportation to Jenin. We also require you to remain in touch with MAP from Sunday 18th October until you arrive safely with the group.

Event Costs and Sponsorship monies

7.0 Events organised by MAP are for the purpose of raising funds. You should raise at least the suggested minimum sponsorship monies applicable. You are required to contribute a minimum of £2,500 to MAP, in addition to your deposit in order to participate in this event. You can raise all or part of this by sponsorship. The cost of participation in this event is approximately £1,350 (subject to exchange rates) + flights and any additional costs (e.g. extra legroom on flight, single supplement etc) – you can cover this yourself if you wish, by paying MAP the £350 deposit plus £920 to cover core costs.

If you reserve a MAP booked flight:

- Your deposit of £350 will contribute to the logistical costs of the event
- Your sponsorship or self-funding will need to cover the remainder of your £1,350 core costs
- The remaining £1,500 will need to be raised in sponsorship towards MAP projects

If you are **not** taking a MAP flight:

- Your deposit will go towards your core costs, so your sponsorship will be reduced by £350. Your self-funding or sponsorship will need to cover remaining core costs.
- You can book your own flight (please confirm details at least ten weeks before departure)
- The remaining £1,500 will need to be raised in sponsorship towards MAP projects

If you wish to fund your core costs yourself (self-fund), please notify MAP in advance.

7.1 The cost of participation is subject to change due to increased Siraj operation fees and exchange rates. MAP reserves the right to notify participants of any increase in core costs.

Payment Schedule

8.0 You must pay the non-refundable deposit of £350 direct to MAP and complete the application form to secure a place. In addition to this you must pay all sponsorship money by 30th November, 2020.

8.1 If you make your booking and the costs are greater than that of the group (associated with late bookings), we will advise you of increased costs. Prices have been calculated in accordance with foreign currency exchange rates obtained on 18th October 2019.

8.2 If you wish to hire a trek for the trek, all costs related to this must be paid direct to MAP at least 10 weeks prior to the commencement of the Event.

8.3 You are responsible to pay for your personal equipment, tips, additional food & drink, personal spending money, and any other activities not included in the itinerary.

Sponsorship Targets

9.0 You should pay the sponsorship money raised to MAP in accordance with the sponsorship targets listed below. At least:

- 25% of target income raised by the 18th July 2020 (3 months before trek) - £625
- 50% of target income raised by 18th August 2020 (2 months before trek) - £1,250
- 75% of target income raised by 18th September 2020 (1 month before trek) - £1,875
- 100% of target income raised by 30th November 2020 (1 month after trek) - £2,500

9.1 You agree that you will not use the Event to raise funds for any cause other than MAP. If you cancel, or you are required to withdraw from the Event, you will be required to send all sponsorship money collected or received directly to MAP. This money will be retained by MAP unless the sponsor has requested in writing directly to MAP that it be returned to them. When you are fundraising, you must make it clear how much you are raising and how much of the sponsorship will contribute towards your costs. You must not start to collect sponsorship until you have received written confirmation of your place from us.

Fitness Targets

10.0 You should be able to complete the following fitness targets and demonstrate your fitness successes via the 'Strava' App (www.strava.com) or equivalent, according to the targets below:

- **July** – Multiple walks including 1 hour in one day
- **August** – Multiple walks including 2 hours in one day, and evidence of 300m elevation
- **September** – Multiple walks including 3 hours in one day, and evidence of 500m elevation

10.1 MAP aims to help you find reasonable ways to reach your fundraising and fitness targets. If you are unable to reach your fundraising and fitness targets in accordance with the target dates listed above, you must contact MAP. If MAP has not heard from you and/or does not receive all payments or see Strava (or equivalent) evidence due from you in full and on time, your place may be cancelled, postponed or given to someone else.

10.2 MAP is unable to refund any deposits when fitness targets are not met but where possible MAP will attempt to refund participants core costs (accommodation & food) if they are able to replace the vacancy with another trekker.

Medical Questions

11.0 MAP requires each participant to complete medical questions included in the application form. Participants taking part do so at their own risk. If you agree to sign up for this Event, you must first consider if you are fit enough to cover the distances and follow the programme set out in the Event itinerary. If you know of any medical condition/s which affect your ability to complete the trek safely, you must seek advice from a doctor before riding and take all practical measures necessary to ensure your health and well-being. You must also provide us with full details of any medical problems on your application form (this information will be kept confidential). MAP will not be held responsible for any adverse health affects you may suffer as a result of this challenge event.

11.1 MAP reserves the right to decline or cancel your booking if we judge you may not be fit enough or if we are unable to accommodate particular needs. The Event leader also has the right at any stage to withdraw you from the trek.

11.2 It is a condition of joining a challenge event that, in the case of an emergency, we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent of your behalf.

Insurance

12.0 Travel Insurance, including cover for baggage, is mandatory for participants on any MAP Event. You must buy your own insurance and you are wholly responsible for arranging your insurance to cover the full duration of your stay. You should ensure that you have adequate private travel insurance, with protection for the full duration of the Event in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment and you should ensure that there is no exclusion clause limiting protection for the type of activities included in the Event. If you do not have adequate insurance, you will not be able to trek, and you will have no right to a refund.

Non-UK Resident's or Nationals only

12.2 In order to provide medical support on our challenge events, we sometimes engage qualified UK doctors to join an expedition. No medical defence insurance currently provides cover for any doctor taking part in such an expedition if a claim is made against them by an individual of Canadian, American, Australian, Bermudan and Hong-Kong nationality in their home country court of law. For this reason, in order to protect our doctors who provide these professional services, you will be asked to confirm that any claim brought in respect of negligent treatment must be brought under English Law and Jurisdiction.

Event Leader's Authority

13.0 Completing your application form and paying a deposit signifies your agreement to abide by the authority of the MAP appointed Event Leaders (MAP & Siraj Centre). You must comply with laws and regulations of the countries visited and all reasonable instructions of the Event leaders relating to the safety and organisation of the Event. The decision of the Event Leaders as to the conduct, itinerary and objectives of the Event is final. If the Event leaders or any other person in authority feels that your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole or that your general well-being will be put at risk by continuing with the Event, you may be asked to leave the Event without the right to any refund for unused services or costs you incur as a result, nor to compensation. You agree to indemnify us for any claims (including legal costs) made against us by the supplier or any third party, or any costs we incur as a result of your behaviour.

Your Responsibilities

14.0 You must not do anything or fail to do anything which could bring the Charity and /or charity partners into disrepute whether before, during or after the Event. MAP is an independent, non-religious, non-political humanitarian organisation and our reputation is important to our ability to provide aid. We have the right to stop your participation on the trek if any behaviour is displayed, including on social media, which is not in keeping with the aims of the charity.

14.1 You must ensure that all information given to MAP in writing or otherwise is true and accurate. Failure to do so entitles MAP to cancel your place and to keep any deposit paid.

14.2 When you book with MAP you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid at the time to the supplier. If you fail to do so, you will be responsible for meeting any subsequent claims made against MAP (together with MAP's own and the other party's full legal costs) as a result of your actions.

14.3 Participants taking their own trek or other equipment on the Event are responsible for any charge for transportation levied by the airline including excess baggage.

14.4 Trek Challenge Event itineraries often involve hazards inherent to the activities involved in it. These hazards increase the risk to participants of personal injury, death, illness, and/or loss or damage to property. By registering you acknowledge and accept the inherent hazards involved in this Event. Except as set out in this Agreement, the charity, our employees, agents, sub-contractors and suppliers cannot accept any liability for any personal injury, death, illness, loss or damage to property or any other loss or damage you incur as a result of your participation.

MAP's Liability

15.0 MAP promises to ensure that the Event arrangements it has agreed to make, perform or provide as applicable as part of its contract with you are made and performed with reasonable skill and care. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against MAP. MAP will only be responsible for what employees do or do not do if they were at the time acting within the course of their employment.

15.1 MAP will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following.

- i. The act(s) and / or omission(s) of a third party not connected with the provision of your Event and which were unforeseeable or unavoidable or
- ii. The act(s) and or omission of the participant(s) affected or
- iii. Unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care has been exercised
- ii. 'Force Majeure' as defined below.

15.2 Force Majeure: Except where otherwise expressly stated in these conditions, MAP regrets it cannot accept liability or pay any compensation of disruption as a result of "Force Majeure". In these Booking Conditions, "Force Majeure" means any event which MAP or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

15.3 The compensation we offer if we are found liable under this clause is as follows:

- i. for loss or damage to any personal possessions, money or luggage, the maximum amount we will have to pay to you is the excess of your insurance policy total because you are obliged to have adequate insurance in place to cover any such losses.
- ii. for claims involving injury, illness or death the maximum amount we will have to pay you is twice the price of your booking paid by or on behalf of the person affected. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
- iii. for claims in respect of international travel including stays in hotels, the extent of our liability will in all cases be limited as we are carriers under the appropriate Conventions, which include the Paris Convention (with respect to hotel arrangements). In addition, you agree that the operating carrier or transport's company's own 'Conditions of Carriage' will apply to you on that journey. You acknowledge that all the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us and shall be deemed to be included by reference into this contract.

15.4 MAP has been working in the West Bank for over twenty years and have never had any threat of kidnap or attempted kidnap. We do however have a policy not to pay any ransom or make any payments in order to secure the release of hostages should this incidence occur in any country where MAP works.

15.5 Please note, MAP cannot accept responsibility for any services which do not form part of this contract with you. This includes, for example, any additional services or facilities that your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in MAP's brochure and MAP have not agreed to arrange them.

15.6 If you make a complaint or claim relevant to this event, the undertakings which MAP make about the services it has agreed to provide or arrange as part of its contract with you – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

15.7 If you make a claim, you must provide MAP and its insurers with all assistance it may reasonably require. You must also tell MAP and the supplier concerned about your claim or complaint if asked to do so.

15.8 If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services or due to unforeseeable circumstances beyond our control, and if you suffer an injury or other material loss, we will offer you reasonable prompt assistance. Prompt assistance pertains to assistance, advice and guidance and does not relate to payment of any additional costs you may have incurred.

Conditions of Suppliers

16. Many of the services which make up the Event are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions.

Changes to Itinerary

17.0 MAP plans these events many months in advance and details are published in good faith as statements of intention only. Whilst MAP endeavours to avoid itinerary changes, we do not guarantee itinerary details and reserve the right to amend the itinerary of any event as and when it becomes necessary to do so. Itineraries are complicated and may be changed at short notice through factors out of our control. This type of event requires on-tour flexibility and, when joining, you accept this flexibility and acknowledge that delays, or alterations are possible.

17.1 MAP may be forced by “force majeure” (for definition see **15.2**) to change or terminate the Event after departure but before the scheduled end of the event. In these circumstances MAP will not make any refunds (unless refunds are obtained from suppliers) or pay you compensation or meet costs / expenses you incur as a result.

17.2 In rare circumstances MAP may have to make a “significant change” which is a change made before departure which can reasonably be expected to have a major effect on the Event. Significant changes may include; a change of accommodation for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is less convenient for you and a significant change of itinerary missing out one or more major destinations. If MAP has to make a significant change or cancellation, we will tell you as soon as possible before departure. If you wish to withdraw from the contract or accept a variation to the contract following significant changes, you must inform MAP of your decision within 7 days of the notification of changes.

17.3 In circumstances where, after departure, a significant proportion of the services contracted for is not provided or MAP becomes aware that we will be unable to procure a significant proportion of the services, we will make suitable alternative arrangements at no extra cost to the participant, for the continuation of the Event and will, where appropriate compensate you for the difference between services to be supplied under the contract. If it is impossible to supply suitable alternative arrangements or these are not accepted by you for good reasons, we will where appropriate provide you with equivalent transport back to the place of departure or another place you have agreed.

17.4 In some circumstances MAP may have to make a “minor change.” A minor change is one which MAP would not reasonably expect to have a significant effect on the Event. As MAP does not control the management of Event accommodation, advertised accommodation may not be suitable or available on arrival in which case MAP will endeavour to provide accommodation of at least the same standard in the same area. If MAP deems it necessary to change the itinerary during the Event, the Event Leader will arrange the best alternative. The decision of the Event Leader in these circumstances will be final.

Cancellations or transfer of booking by you

18.0 If you want to cancel your booking, you must notify MAP in writing. The effective date of cancellation will be the date such notice is received. The deposit paid, any amendment fees and insurance premiums are not refundable in the event of cancellation. You must contact all your sponsors to ask if they wish to make a donation or have their sponsorship returned as soon as possible. If donors wish for their donation to be returned, we can only refund named donors who contact MAP directly to request a refund of their donation, and only those who have sponsored you relating to this Event.

If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel insurance, you hereby agree that you will co-operate in the recovery of these charges from the insurers and any sums recovered under the policy which relate to costs incurred by MAP will be paid to the Charity. With regards to any monies paid to MAP over and above the

Event Cost, no refund of these will be payable to you in the event of your cancellation of your booking as these monies were raised for charitable purposes.

18.1 If you wish to transfer your booking to an alternative participant, we will endeavour to do this recognising that it becomes increasingly difficult closer to date of departure. We will accept transfer of booking at our sole discretion and no later than 10 weeks prior to departure. Any requests to transfer booking should be made in writing to MAP including the new participants email and contact number. The transferor and the transferee shall both sign these Terms and Conditions and be jointly and severally liable for payment of their costs related to the Event and for any additional costs arising from such a transfer.

Cancellation by us

19.0 If MAP has to cancel the Event due to insufficient participants or unforeseeable and unusual circumstances beyond MAP's control, you will not be entitled to compensation.

19.1 If MAP cancels the event in any other circumstance, you will be entitled to:

- A substitute package of equivalent or superior quality if we are able to offer you such a substitute
- Or a lower quality package if we can offer this, with a refund of the difference in price between the original package and the substitute package
- Or repayment of monies owed under the contract (namely the deposit).

Event Minimum Numbers

20.0 MAP requires a minimum number of participants for any event for their operation, so MAP reserves the right to cancel any event due to insufficient numbers up to 3 months prior to departure. For this Event, we will cancel the trek by 31st December if we do not have sufficient numbers. MAP is not liable to refund your deposit if minimum numbers are not met.

Flights & flight delays

21.0 MAP has secured a limited number of flights for this event. You will have confirmation in writing if you have secured one of these flights. For those who wish to book their own flights, or those travelling from a different destination, we will send recommended flight times to you. The flight timings recommended are for general guidance only and are subject to change. MAP will recommend suggested flights to ensure you arrive at the meeting place on time. You must check your flight details carefully to ensure you have the correct flight times. Airlines may change flight times even within two weeks of departure.

21.1 MAP regrets it is not in a position to offer you any assistance in the event of flight delays at your outward or homeward point of departure.

Complaints

22.0 We will do our best to ensure that your travel arrangements go according to plan. If you have a complaint about any part of the Event, you must tell the relevant 'Tour Guide' and Event Leader at the earliest opportunity affording MAP the chance to put things right. If necessary, you may call MAP's UK office. Any complaints must be communicated to the Event Leader in writing immediately and received by the MAP office within 28 days of your return from the Event. If you fail to follow this procedure, we cannot accept responsibility as we would have been deprived of the opportunity to investigate the matter and rectify any problem.

22.1 A binding contract exists between you and MAP when we receive the deposit fee from you. English Laws and the exclusive jurisdiction of the English Courts will apply to your contract and to any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between you and MAP must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this

case, proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between you and MAP governed by the law of Scotland/Northern Ireland as applicable (but if you do not choose, English law will apply).

You agree that the contract you have with MAP 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 England and Wales. You further irrevocably agree that the courts of England and Wales have exclusive jurisdiction to hear/or settle any dispute or claim that arises out of or in connection with your agreement with MAP.

Privacy Policy

23.0 To ensure the Event runs smoothly and meets your expectations, we may need to share the information you provide (such as name, address, special needs/dietary requirements) to relevant suppliers. The information may also need to be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law.

23.1 As Trek Palestine operates outside the European Economic Area (EEA), the monitoring of data protection may not be as strong as the legal requirements of the UK. We will not however, pass on any information to any person not responsible for or linked to the travel arrangements of this trip.

Promotional Material

24.0 MAP reserves the right to use any photographs and images taken on an Event or related occasion by its employees or forwarded by any person on the Event or connected to the Event, on its website, in its social network marketing activities or for use in any other relevant promotional material. If you wish for photos of yourself to not be included in any MAP marketing material, please notify us in writing in advance of the event.

Declaration

I confirm I have read and agree to these terms and conditions and I agree to abide by them.

Name

Date

Signature
