



CHX Challenge Terms and Conditions

These Terms and Conditions ("**Ts&Cs**") govern the relationship between CHX Challenge Ltd ("**We**" and "**Us**" or "**CHX**") and each participant organization and/or each individual participant, as applicable ("**You**"). By accepting and participating in services provided by Us, You (being both an organization and an individual participant) agree to be bound by the terms of these Ts&Cs.

1. Who We Are and How To Contact Us

- 1.1. CHX is operated by CHX Challenge Limited, a company registered in England and Wales, with company registration number is 13522059 and registered office at 23 Queens Road, Alton, Hants GU34 1JG. You can contact us if you have any questions or concerns, or encounter any issues before, during or after any programme with Us by e-mailing candy@chxchallenge.com

2. Services Provided by CHX

- 2.1. The services to be provided to You (the "**Services**") are as per any agreement between You and Us in writing and set out in an applicable client agreement in the form set out at the back of these Ts&Cs, detailing precisely the services to be provided, time scales and relevant Fees and expenses, and any other relevant details for that specific client agreement (your "**Client Agreement**"). The Services are provided at all times subject to these Ts&Cs.
- 2.2. To the extent there is conflict between any Client Agreement and these Ts&Cs, the Client Agreement will prevail.
- 2.3. For the purposes of the Package Travel and Linked Travel Arrangements Regulations 2018, the Services shall comprise a package holiday. Further details of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

3. Assistance from You

- 3.1. You will provide Us with all information reasonably requested by Us to enable CHX to deliver the Services to You as agreed.

4. Fees and Payment

- 4.1. The Fees and payment terms for the specific Services to be delivered to You will be set out in each Client Agreement.
- 4.2. Upon confirmation of Your booking, We will send You a request for payment. Unless otherwise agreed with You in writing, the Fees are payable as set out in the Client Agreement.



- 4.3. If You are late in paying, then We may charge interest on all unpaid amounts. Interest will be payable from the due date pursuant to the request for payment, until the date of payment and will continue to be payable even if We obtain a judgement from a court in relation to any claim for payment. The rate of interest will be 2% per month above the base rate for the time being of Santander.
- 4.4. The Fees are calculated to include most usual costs incurred with respect to the provision of the Services. However, We shall be entitled to recover additional reasonable expenses, disbursements and/or other ancillary costs incurred pursuant to the provision of the Services subject to prior approval from You, unless such expenses have been expressly stated in the Client Agreement as being included in the Fees.

5. Cancellation by You

- 5.1. Should You need to cancel any Services that have been agreed with Us for any reason, You will need to inform CHX in writing as soon as possible. We recommend You take out cancellation insurance (see Insurance section (paragraph 7)).
- 5.2. The following conditions apply when You cancel;
 - 5.2.1. If notice of cancellation is received by Us more than 10 weeks before programme start date: loss of Deposit (50% full price of trip); or
 - 5.2.2. If notice of cancellation is received by Us at any time during the period which is less than 10 weeks before programme start date: You will remain liable to pay Us 100% of the total Fee.
- 5.3. You may transfer the programme to another participant by providing us with at least seven days' written notice. You may be charged reasonable costs associated with the change of participant, and You and the new participant will remain jointly liable for any outstanding Fees or expenses as per the applicable Client Agreement.

6. Cancellation by CHX

- 6.1. In the unlikely circumstance that CHX has to cancel a programme for any reason, You would then have the choice of transferring onto another programme organized by us (subject to availability) or receive a full refund. We will not be liable for the cost of any changes in travel arrangements (including cancellation of travel arrangements) or other third party expenses incurred by You as a result of this, though this is often covered by cancellation insurance policies (see Insurance section (paragraph 7)).

7. Travel, Medical & Mountain Evacuation Insurance



- 7.1. Every Individual will need full travel & holiday insurance suitable for the programmes You are taking part in. This will need to cover trekking (or where required, mountaineering or snow shoeing) to whatever altitude and location is required for Your trip. Insurance must be organised by You and notified to us in writing before the trip starts. It is the right of the guide organized by CHX to make a decision to call for helicopter rescue if such assistance is needed. It is Your responsibility to take out the correct level of insurance to cover this eventuality, and we accept no responsibility for any costs that occur as a result of inadequate insurance. Please contact us if You require further information by emailing candy@chxchallenge.com.

8. Mountain Guide & Sports Coach Decisions

- 8.1. By entering into a Client Agreement with us subject to the terms of these Ts&Cs, You agree to abide (and in the case of a Company/Charity, confirm that each Individual partaking agrees to abide) by the decisions of CHX and any trekking guide or sports coach who represents CHX during Your trip. The decision of CHX, any guide or coach as to the conduct, itinerary, and objectives of the tour / camp is final. By completing our booking process You agree (and in the case of a Company/Charity, You confirm that each Individual partaking in this programme/trip agrees) to this.
- 8.2. If, in the opinion of the guide / coach Your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole, or if the leader considers Your general well-being will be put at risk by continuing with the activity, You may be asked to leave the tour or discontinue with the camp activity without the right to any refund. Any Individual contravening the decisions or advice of the person leading the trip, or undertaking independent activities not authorised during the activity, relinquishes the protection and duty of care of the person leading the activity for CHX, and CHX shall have no liability whatsoever to such individual. Similarly, an individual leaving a tour en-route or camp midweek for any reason will not be entitled to any refund unless otherwise agreed by Us in writing. Any documentation & information provided before & during the trek / camp is supplied for guidance only.

9. Personal Risk

- 9.1. CHX maintains professional standards of client care and safety. In choosing to undertake activities in a mountain environment You accept that these activities may pose a danger of personal injury or even death. You must be aware of and accept these risks and be responsible for Your own actions and involvement in such activities.
- 9.2. Our team provides evidence based education and any advice given as part of the Services offered do not constitute a physician-patient relationship. The scientific opinions provided are not intended to be a substitute for professional medical



advice, diagnosis or treatment. Always seek the advice of your physician with any questions you may have regarding a medical condition or symptoms. Never disregard medical advice or delay seeking it because of something you have heard on a programme or from anyone working for or with CHX. CHX is not responsible for whether You follow advice given and You understand that You may be required to communicate with Your medical practitioner before commencing or modifying any diet, exercise or lifestyle programme.

- 9.3. If You engage an expert or consultant of CHX for clinical or one to one advice, this does not form part of the Services and will be a contract directly between You and the consultant. CHX is not responsible for any advice given in the course of this relationship.

10. Leaving a trip

- 10.1. It is understood that if You decide to voluntarily leave an activity at any time or for any reason, CHX shall not be held liable for Your safety, well-being or costs incurred following the departure from an activity.

11. Single, Supplement & Sharing

- 11.1. All accommodation quoted is on a room sharing basis in twin or double rooms. If You (or any individual within Your organization) are travelling alone and prefer not to share a room please inform us as soon as possible when booking. Provided there is availability to accommodate a sole occupancy request, You will be charged a sole occupancy supplement of an additional 50% of the quoted trip price per person. Sole occupancy of a room is subject to availability. When staying in the mountain refuges dormitory sleeping quarters with shared facilities are standard, and therefore sole occupancy requests cannot be accommodated on these nights.

12. Bag Transfer between refuges for Speed Hiking

- 12.1. The Fee does not include any bag transfer before, during or after the trek. If You require bag transfer this may be possible on some nights when not in hut accommodation at an additional cost carried out by third party providers. We can make recommendations as to bag transfer companies but such companies are not contractors carrying out any part of the Services on behalf of CHX. CHX accepts no liability for any loss or damage to any luggage including but not limited to when left at each accommodation, carried by transfer companies or left in storage during Your trek. Please contact us for availability and prices by emailing candy@chxchallenge.com.

13. Itinerary Alterations

- 13.1. The itineraries given for each trip are only an indication of what each group hopes to achieve. Reasonable variations to the itinerary are permitted by CHX and may



take place at any time for a variety of factors including weather, participant safety, etc. It is a necessary condition of Your joining any of our programmes that You accept this possibility and accept that the decision of Your guide or leader is final. You also accept that CHX shall have no liability for delays or alterations in the programme for reasons outside CHX's reasonable control, or for expenses incurred owing to factors which are beyond CHX's reasonable control, subject to Your right to a refund as detailed in the Section "Force Majeure" below. You will be responsible for any expenses incurred, such as extra hotel accommodation or flights, and these must be paid for directly with the provider of those third party services at the time.

- 13.2. In addition if You are not able to continue with the programme due to level of fitness or in-appropriate kit You will be required to pay any additional costs for transport repatriation and alternative accommodation. Appropriate travel & trekking insurance is a pre-requisite of the programme, and depending on the circumstances, these costs may be recoverable under Your insurance.
- 13.3. All information is compiled as accurately as possible to the best of our knowledge at the time of publication and advertising, and confirmation of booking. Where facilities are altered or withdrawn for reasons beyond our control we shall make reasonable efforts to make alternative arrangements within the itinerary but we do not accept any liability for any such alterations or withdrawals.

14. Excursions

- 14.1. Our staff may, at Your request, provide information regarding transport options, excursions, activities or restaurants in the local area during your trip; these are not recommendations, as we do not recommend any transport company, excursion, activity or restaurant. Any arrangements are made between You and the local company, CHX has no liability whatsoever in relation to your use of any such third party services.

15. Medical Conditions

- 15.1. If You suffer from any medical condition, You must let CHX and, if relevant or requested by CHX, Your doctor know prior to booking. Please provide details of such medical conditions etc. to Us in writing prior to your trip. We will be happy to answer any questions You may have about what the programme/trip involves. Please also let Your guide / sports coach know when You meet them the first evening. In certain circumstances CHX may ask for a letter of recommendation from a health professional before Your trip.

16. Fitness for Participation

- 16.1. The booking is accepted on the understanding that You realise and accept the potential risks and hazards that can be over and above those associated with



normal 'package' holidays. You and all individuals partaking in the trip/programme are expected to satisfy themselves prior to booking and departure that they are mentally and physically capable of participating in the itinerary as described on the website, the full itinerary and all activities it demands, and as further agreed in the booking confirmation email/applicable Client Agreement. Clients are required to inform all their participants of the itinerary in advance to allow them to assess their own individual capacity for participation. Any illness, medical condition or disability must be declared and the information given to us in writing at the point of booking as well as any dietary requirements. If Your fitness or ability does not meet the minimum requirements prior to engaging in an activity, or during participation in activity, we reserve the right to discontinue Your participation. CHX and anyone else working in association with us cannot be held responsible for any accident or mishap that may occur in connection with any part the Services. You are responsible for Your own well-being.

17. Third Party Providers

- 17.1. CHX works with a number of third party providers and experts and engages such third party service providers in the course of the provision of the programme. CHX has researched the good practice of these third party providers of activities, accommodation and transport. However, CHX accepts no liability for any loss, damage, injury, cost or expense You may incur as a result of any act or omission by such third party service provider.

18. Nutrition & Hydration

- 18.1. One of the most important things in addition to fitness is Your nutrition & hydration during the programme. Poor nutrition & hydration can severely affect Your physical performance especially at higher altitudes & it is important to get Your nutrition & hydration right. Each day You will be burning lots of calories & losing essential fluid so it is imperative You carry the right kinds of food & enough water with You to avoid dehydration & malnutrition. It is advisable to drink plenty of water before You set off on each day so You are fully hydrated. Breakfast, lunch and dinner on the trail are included. Meals outside of the accommodation while in Chamonix are not included unless with prior arrangement.
- 18.2. For all programmes You are responsible for providing Your own snacks. CHX are not responsible for ensuring You have enough snacks. Please contact us if You require any advice or information about eating on any of our trips and if You have any specific dietary requirements by emailing candy@chxchallenge.com.

19. Medicals, Vaccinations, Passports & Visa

- 19.1. Medical examinations, vaccinations, obtaining passports, visas and other preliminary arrangements are entirely Your responsibility and we accept no responsibility in the programme that these are not completed in time for



departure. CHX reserve the right to refuse to allow Your participation on any trip if You have not complied with these requirements and in such circumstances it is in CHX's sole discretion as to whether you will be entitled to any refund.

20. Complaints and Refunds

- 20.1. Should You have any complaint about any Services, trip or programme, You must make it formally known to CHX in writing within 28 days of the occurrence of the programme that is the subject of the complaint. Please send any complaints or concerns to us in writing by emailing candy@chxchallenge.com or by post to the address set out at paragraph 1.1 above. If You choose to leave the trip early no refund or compensation will be made or given for any unused hotel accommodation or any other unused service on the trip. If a significant proportion of the Services is not or cannot be provided You may accept an alternative itinerary or be refunded for the missing service on Your return, at CHX's sole discretion. Any decision regarding a refund shall be communicated to you in writing by a director of CHX. Any other communication regarding potential refunds from any other CHX representative or other party shall not be enforceable.
- 20.2. In the event of Our insolvency, please contact us at candy@chxchallenge.com for information regarding Your rights to a refund.

21. Warranties

- 21.1. We warrant that the Services will be provided:
- 21.1.1. with reasonable care and skill; and
 - 21.1.2. by means of appropriately qualified and skilled personnel.
- 21.2. If any of these warranties are breached, You are required to tell us as soon as reasonably possible. You must give Us a reasonable time, in Our opinion, to remedy the breach and (if necessary) to re-perform any relevant Services. This will be done without any additional charge to You and will be Your sole remedy in respect of such a breach. In the event that We are unable to remedy the breach, even following such additional time, then You may terminate the Services immediately on written notice to Us.
- 21.3. Except as otherwise agreed in writing between You and Us, no conditions, warranties or other terms apply to the Services and/or the programme or trip. In particular, no implied conditions, warranties or other terms relating to satisfactory quality or fitness for any particular purpose will apply to anything supplied during any programme.



- 21.4. We will not be liable for breach of any provision of these Ts&Cs to the extent that the breach arises from any inaccuracy in any information provided by You or from any act or omission of You, or any of Your participating individuals.

22. Liability of CHX

- 22.1. Pursuant to the Package Travel and Linked Travel Arrangements Regulations 2018, We confirm we are responsible for the proper performance of the Services and confirm We are obliged to provide assistance if any participant is in difficulty.
- 22.2. Save for any liability which cannot be disclaimed by operation of law, CHX accepts no liability to You, or any individuals participating in the programme as a member of Your organization, or any other third parties for any loss, damage, costs, fees, expenses, injury, illness which may arise as a result of Your/their participation in the programme, and/or any act or omission of CHX or any third party service providers engaged by Us in delivering the programme.
- 22.3. For the avoidance of doubt, We shall not be liable (whether for breach of contract, negligence or for any other reason) for any loss, including but not limited to any: (i) loss of profits; (ii) loss of sales; (iii) loss of revenue; (iv) loss of any software or data; (v) loss of use of hardware, software or data; (vi) loss or waste of management or staff time; or (vii) indirect, consequential or special loss.
- 22.4. Subject to any liability that cannot be disclaimed by operation of law, Our total liability to You and in relation to anything which We may have done or not done in connection with Services to be provided to You (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to 100% of the total Fees paid by You to Us in the preceding 12 months.

23. Confidentiality

- 23.1. We will keep confidential any confidential information which You supply to Us in connection with the Services and You must do the same in relation to any confidential information which We supply to You. Confidential information will include all information marked as being confidential and any other information which might reasonably be assumed to be confidential. The obligations as to confidentiality in these Ts&Cs will not apply to any information which: (i) is available to the public other than because of any breach of these Ts&Cs; (ii) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iii) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iv) is trivial or obvious; or (v) is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure.



- 23.2. Without limiting the generality of the foregoing, any proposals issued by Us contain confidential information about Us and You shall keep secret and not disclose the content of any proposal or any information or ideas, in whatever form, disclosed during or in connection with any pitching or briefing process, to any third party or otherwise make use of or derive other material from it, without Our prior written consent or use any proposal other than for the purposes of considering its contents with a view to appointing Us to provide the Services set out therein.

24. Term and Termination

- 24.1. It is intended that subject to these Ts&Cs Our relationship with you shall continue until terminated by either party giving to the other not less than three months' prior written notice, save that it shall not terminate prior to the termination of any ongoing Client Agreement.
- 24.2. Subject to the other provisions of these Ts&Cs, either party may terminate any ongoing Client Agreement if: (i) the other materially breaches any provision of these Ts&Cs and it is not possible to remedy that breach; or (ii) the other party materially breaches any provision of these Ts&Cs and it is possible to remedy that breach, but the other fails to do so within a reasonable time period of being asked to do so.
- 24.3. In addition, We may terminate any ongoing Client Agreement if: (i) You become or are deemed insolvent; (ii) You make or offer to make any arrangement or composition with creditors; (iii) any resolution or petition to wind up Your business/organization (other than for the purpose of amalgamation or reconstruction) is passed or presented or if a receiver or administrative receiver of Your undertaking, property or assets is appointed or a petition presented for the appointment of an administrator; (iv) You are subject to any proceedings which are equivalent or substantially similar to any of the proceedings under (i) – (iii) under any applicable jurisdiction. We may also terminate any ongoing Client Agreement if We consider that You (or Your participating individuals) have acted in any way which is materially prejudicial to Our interests, whether such action is in breach of these Ts&Cs or not.

25. Intellectual Property Rights

- 25.1. At all times all rights, including all Intellectual Property Rights (being all copyright, patent rights, trade or service marks, design right, rights in or relating to databases, rights in or relating to confidential information, and any other intellectual property rights (registered or unregistered) throughout the world including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringement), of whatsoever nature in and to any techniques, principles and formats and in all proprietary materials, software, programs, macros, algorithms, modules, methodologies and anything else used by or created by Us in putting together a



proposal or carrying out the Services for You shall at all times remain the exclusive property of CHX. You grant Us a worldwide, non-exclusive, perpetual license to use Your name and logo in Our marketing materials, including website, brochures, etc.

26. Data Protection

- 26.1. See Appendix 1 to these Ts&Cs, incorporated into these Ts&Cs, detailing the data protection provisions relevant to Your (and the relevant individuals in Your organisation's) participation in the programme and Your dealings with CHX.

27. Local Laws

- 27.1. The use of transport or any other local services provided in connection with the Services shall be subject to applicable local law and to the terms and conditions of applicable third party service providers, who may exclude or limit liability. All Clients and Individuals are expected to obey the applicable local laws and regulations and failure to do so may relieve CHX of some or all of its obligations under these Ts&Cs.

28. Force Majeure

- 28.1. Neither party shall be liable for any delay in performing, or for failure to perform, its obligations under these Ts&Cs if the delay or failure results from any cause or circumstance beyond its reasonable control, including any breach or non-performance of these Ts&Cs by the other party due to a Force Majeure event, provided the same arises without the fault or negligence of such party. If a Force Majeure event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure event, provided that, if any Force Majeure event continues for a period of or exceeding one month, either party may terminate any ongoing Client Agreement immediately by written notice to the other party. In this case, You will be entitled to a full refund. Each party shall use its reasonable endeavours to minimise the effects of any Force Majeure event. A Force Majeure event includes: (a) acts of God; (b) acts of government; (c) war or war-like situations; (d) strikes; (e) lock-outs; (f) industrial action; (g) riots; (h) fires, floods, earthquakes, droughts, tempests; or (i) any other event beyond the affected party's reasonable control.

29. General

- 29.1. Save as otherwise expressly provided in these Ts&Cs, You may not assign, transfer or sub-licence all or any part of any benefit of or interest, right or licence in or arising out of these Ts&Cs without Our prior written consent. We may transfer our rights and obligations under these Ts&Cs to another organisation. We will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Ts&Cs.



- 29.2. Any notice required to be given under these Ts&Cs may be delivered by post, to the other party at the address given at the beginning of these Ts&Cs, or such other addresses as may be notified in accordance with this clause from time to time. Any notice so sent shall be deemed to have been duly given if sent by email at the date of the email's receipt.
- 29.3. No variation of or amendment to these Ts&Cs shall bind either party unless made in writing and accepted by both parties. Failure of either party to enforce or exercise, at any time or for any period, any term of these Ts&Cs does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right to enforce such term, or any other term contained in these Ts&Cs, at a later date.
- 29.4. These Ts&Cs and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England & Wales. The parties to these Ts&Cs irrevocably agree that the courts of England & Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with these Ts&Cs, its subject matter or its formation (including non-contractual disputes or claims) provided always that CHX may at its sole discretion elect to initiate proceedings in a different jurisdiction.
- 29.5. The invalidity or unenforceability of any term of or any right arising pursuant to these Ts&Cs shall not adversely affect the validity or enforceability of the remaining terms and rights.
- 29.6. Provisions of these Ts&Cs which are either expressed to survive its termination or, from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.
- 29.7. A person who is not a party to these Ts&Cs has no right to enforce any term of these Ts&Cs.

Appendix 1 - Data Protection

In the course of Us providing the Services, it may be necessary from time to time for Us to have access to, collect, process or store personal data belonging the You, on behalf of You.

For the purpose of this provision, 'personal data'; 'data controller'; 'data processor'; 'processing'; and 'data subject' shall have the meanings set out in the Data Protection Act 1998 (as amended from time to time); and 'applicable data protection legislation' shall mean the Data Protection Act 1998 and European Regulation 2016/679 (the General Data Protection Regulation).

In relation to any transfer and processing of personal data as referred to above, We are appointed by You as the data processor, and You shall be the data controller. The types of



personal data we may process are names, address, email addresses, gender, date of birth, next of kin/emergency, and categories of data subjects are as set out in booking confirmation, i.e. Your employees.

You will:

- (i) ensure that You are fully and lawfully entitled to transfer the relevant personal data to Us so as to allow Us lawfully to process the personal data in accordance with these Ts&Cs on behalf of You, in particular that you have obtained valid consent from the Your participants in the programme that their personal data may be transferred by You to Us for the purposes of participation in the CHX programme;
- (ii) ensure You have complied, and will continue to comply, with all applicable data protection legislation as data controller.

We will process the personal data for the purposes of providing the Services, and maintaining Our internal records, as required by law, and we agree we will process the personal data only in accordance with; (i) the terms of the Ts&Cs and booking confirmation; and (ii) any lawful instructions given by You from time to time, except where otherwise required by applicable law. We will also use the personal data for marketing purposes, such as publishing photographs and videos of participants on our website, brochures and other marketing materials. By accepting these Ts&Cs You confirm that Your participants have explicitly agreed to this use of their personal data, in particular their photographic likeness.

You agree to indemnify Us against any costs, damages, liabilities, fees or expenses which arise, directly or indirectly, as a result of Your breach of this Appendix, including, but not limited to, your failure to obtain appropriate consent from data subjects for the processing of their personal data as described in this Appendix.

To the extent that We process (or cause to be processed) any personal data originating from the EEA in a country that has not been designated by the European Commission as providing an adequate level of protection for personal data, We shall ensure an adequate level of protection shall be put in place through any of the recognized methods in the applicable data protection legislation, such as EU standard model clauses. You authorize any transfer of personal data to, or access to personal data from, such destinations outside the EEA subject to such adequacy measures having been taken.

You agree that We may engage Our affiliates and other third party sub-processors (collectively, "Sub-processors") to process the personal data on Our behalf. Sub-processors currently engaged by Us will be authorized by Client by accepting these Ts&Cs. We shall impose on such Sub-processors data protection terms that protect the personal data to the same standard provided for by these Ts&Cs and shall remain liable for any breach of this Appendix in relation to personal data caused by a Sub-processor.

We will take appropriate technical and organisational measures against: (i) unauthorised or unlawful processing of the personal data; and (ii) accidental loss or destruction of, or damage to, the personal data, each such incident being a 'security breach'.



We will notify You without undue delay on becoming aware of a data security breach, including a description of the security breach, including, without limitation, the nature of the security breach; the data subjects and personal data affected; the likely consequences of the security breach; and the measures We have taken or propose to take to address the security breach and where appropriate, mitigate its possible adverse effects. We shall promptly take appropriate and commercially reasonable steps to mitigate the effects of such a security breach.

We will take reasonable steps to ensure the reliability of any of our personnel who have access to Your personal data and ensure that access to such personal data is limited to those of Our personnel who need access to such personal data to meet Our obligations under these Ts&Cs.

We will notify You without undue delay if We receive any request and/or complaint from a data subject. We shall not reply or communicate with the data subject in any response to any request and/or complaint unless specifically instructed in writing by You.

We will provide reasonable assistance and co-operation to You in responding to any request from a data subject seeking to exercise their rights under applicable data protection legislation, and in ensuring compliance with Your obligations under the applicable data protection legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators.

We will, upon confirmation from You that the data is no longer required, promptly complete the secure destruction of any personal data gathered in the course of providing the Services. In any event We agree that we shall only retain the personal data for so long as is reasonably necessary for the purposes described herein, or otherwise as required by law.



Client Agreement

Client name and address:	
Description of Programme/Trip/Services	<p>This includes:</p> <ul style="list-style-type: none">• All accommodation• 3 meals a day• Wine and beer with evening meal• In-resort transfers• Mountain guides• CHX Hosting
Date of Programme/Trip/Services	11th to 14th September 2025
Location	Chamonix, France
Fees	As agreed
Special Terms	

Signed for and on behalf of CHX: Candy Stork

Job Title: Head of Client Services

Date: 22nd May 2025

Signed for and on behalf of Client:

Job Title:

Date:

EXPERIENCE EXTRAORDINARY

www.chamonixhardcross.com

Registered Office: The Old Post Office, 41-43 Market Place, Chippenham, Wiltshire SN15 3HR Registered Number: 13522059



TRAVEL REGULATION INSOLVENCY PROTECTION

CHX Challenge Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with CHX Challenge Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of CHX Challenge Ltd. This insurance has been arranged by Towergate Travel through Evolution Insurance Company Ltd.

Claims

In the unlikely event of Insolvency, you must Inform Towergate Travel immediately on +44 (0) 1932 334140 or by email at tcs@towergate.co.uk . Please ensure you retain the booking confirmation as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.