

Dash to Dubrovnik - Terms and Conditions

By registering for the Dash to Dubrovnik, you are agreeing and accepting all of the following conditions.

1. Brief overview

- You must add sales@amaquella.co.uk & info@amaquella.co.uk to your approved senders list on your email system to ensure you receive all our information and trip details, please keep an eye on your “spam” or “promotions” folders/tabs/inboxes.
- If you do not hit the £600 fundraising target, you will not be permitted on the trip and will lose any deposited costs, this will include the top-up payment.
- Top-up deposits are financially protected under the travel regulation insolvency protection
- Adequate personal travel, car insurance and breakdown cover are a requirement that must be purchased outside of the cost of the trip
- The risk assessment provided for the trip will define all reasonably foreseeable occurrences for which Amaquella is responsible, however, the driving aspect of the trip will be fully the participants own responsibility
- It is the requirement of the participant to ensure they purchase a car that is road legal and roadworthy capable of achieving the challenge.
- Cancellation will result in the loss of deposit after 30 days of signing up, before that it is returned in full
- The top-up payments are non-refundable 14 days after payment
- Fundraising won't be refunded if a participant drops out

2. Trip organisation

The components of the trip will be brought together by Amaquella Ltd. They will be the point of contact for any aspect of the trip organisation. The individual sections of the trip will be booked through specifically selected service providers.

2.1. Accommodation

The places of accommodation will be booked by Amaquella for all nights, with the exception of student trips, where one night (Night 3) is to be booked by the participants. There will also be a means for car parking at each location, however, there may be a small cost associated with this to be covered by the participant. Each accommodation has been selected for its suitability and considering the number of participants on the trip. Therefore quality may vary from night-to-night. Amaquella does not act as a provider for the accommodation and should be considered as an agent only. As a business Amaquella Ltd can not be held responsible for instances occurring within the hotels or hostels.

Whilst staying in the organised accommodation, participants must abide by all accommodation rules. Any damage, cleaning costs or other fees incurred (including lost keys, late check-outs or noise sanctions) are the sole responsibility of the participants within the room/area of the accommodation. These participants will be billed accordingly. Amaquella accepts no liability for these costs/fees and reminds students to be responsible and respectful throughout the trip.

2.2. Cross-Channel ferry

This aspect of the trip will also be booked by Amaquella including the car and passengers. It is the requirement of participants to share their car registration number prior to the trip to allow for a smooth booking process. It cannot be guaranteed that all Participants will be booked on the same ferry and booking will be done on a first-come, first-serve basis. Arrival at the ferry will be organised by Amaquella, although it is the responsibility of each team to arrive in ample time. Any team missing the ferry will be expected to foot the cost for making it onto the next crossing.

2.3. Support

Amaquella representatives will travel with the teams throughout the trip to offer support wherever it may be required. Anything from car-related issues to personal concerns should be relayed to the representatives as soon as reasonably possible and they will be able to advise accordingly. The support team is not in place to fix issues with the cars, this will be the responsibility of the participants and their breakdown cover.

A strictly defined representative to participant ratio is in place, but this will not always mean the availability of a representative should there be lots of occurrences raised at the same time. However, the nominated individual will always be contactable and participants will be advised on how to deal with the range of expected scenarios.

3. Participant requirements

3.1. Payments

Pricing is per person. Each participant is required to pay a total of £275 through the Amaquella website for their place on the trip. This consists of three payments to spread the costs for the student. An initial sign up fee of £20 will be taken at the point of registration. Two subsequent payments of £130 and then the remaining £125 balance are to be paid also through the Amaquella website. Deadlines for these payments will be informed by email. This total payment also includes a non-refundable registration admin fee of £20.

3.2. Fundraising

As the trip is organised through the support of a charitable cause, each student must fundraise at least £600 per person for the university or RAG's chosen charity partner. By signing up to the trip you are agreeing to this. This is not Amaquella's responsibility and is managed by the charity, yet we will work closely with both the charitable student bodies and charity to ensure each student is on track with their fundraising commitment. Fundraising deadlines will be required to be met to ensure attendance on the trip, see Section 5.1 for more details regarding cancellations of places on the trip.

3.2. Information

To process your booking Amaquella will require certain personal details. These will be provided to Amaquella through the sign-up process to our website. All of your details are secured within our SSL certified system, please refer to our privacy policy for further information.

It is the responsibility of the user to ensure their details are correct. If a booking is processed on information that was provided to Amaquella incorrectly, Amaquella cannot be held responsible for any failed booking or resultant change cost. This will be chargeable to the user plus an additional £20 admin fee.

This agreement enables Amaquella to contact the participant to be contacted by email, phone and social media. As an agreement to partaking in this trip, Amaquella is permitted to pass your details on to given parties as required for booking and organisational purposes for the trip. Participants have a right to have their data deleted and this can be requested via email to operations@amaquella.co.uk or sales@amaquella.co.uk at any time.

Your information may also be shared between the charity and the respective university RAG body. For organisational and communication purposes, it is likely we will use your mobile number to add you into a group chat or group page.

3.3. Participant health & disabilities

If you have any serious medical conditions, illnesses, disabilities or allergies that could pose a risk on the trip, it is your responsibility to inform Amaquella via email upon registration. Conditions that develop during the lead up to the trip are to be communicated to Amaquella as soon as possible.

Although not physically challenging, you must be in sufficiently good health to undertake the trip. You are responsible for preparing for the trip. If you have any medical conditions that require medicine, please ensure you always have this during all parts of the trip. A portion of the trip may reach high altitude mountain ranges, and thus each participant must ensure that they do not have any pre-existing cardiovascular or other medical conditions that could cause health complications at these locations.

Amaquella is an inclusive tour operator, and we take a responsibility to do our utmost to cater to for any special requirements before or during the trip. It is the participant's responsibility to inform us of any disability, health, medical condition or special requirement that could be deemed to affect the trip operation or the participant's experience. Nevertheless, the Dash to Dubrovnik may require travel to some less accessible locations and we can not guarantee that all participants' special requirements will be covered all the time across Europe.

Amaquella reserves the right to cancel your participation in the Dash to Dubrovnik, if, acting reasonably and for safety purposes, we deem that your disability and/or medical condition is sufficient to disqualify you from your trip. We reserve the right to cancel your place at any time based on the information you have provided to us. Participants will be entitled to a full refund if this occurs.

Discussions may be held between the participant and Amaquella, and a medical waiver may be offered to allow a participant to continue to attend the trip, with the agreement they acknowledge that they partake at their own risk, against Amaquella's guidance. In this event, the participant would be fully liable for any health complications that develop during or after the trip. This also applies to COVID or related illnesses.

3.4. Documentation

It is fully the participant's responsibility to ensure they have the correct and valid travel documents required for the Dash to Dubrovnik itinerary. This includes (but not limited by) passports, driving licences, driving permits, car documentation, tax documentation, adequate funds, visas,

insurance or taxes. Amaquella advises that passports must have at least 6 months validity.

3.5. Insurance

Amaquella requires that any participant on the trip must have personal travel insurance, to cover the activities being undertaken on the trip.

In addition to personal insurance, car insurance must also be purchased for drivers. This insurance must cover the car and your anticipated journey, only those who are insured to drive are to drive in any case.

3.6. Driving in Europe

There is a developing situation with European relations, in connection with Britain exiting from the European Union. Regarding driving in Europe, on 13th July 2020, the government released the following guidance: "You may need extra documents from 1 January 2021. You might need an international driving permit (IDP) to drive in some countries." These can be purchased for a small fee, ensuring ample time before departure. This is the responsibility of each participant and not Amaquella's responsibility.

Furthermore, each participant may also require a Green Card to drive in Europe. These can be often obtained from the participant's car insurance provider. Participants should apply for a Green Card at least one month before you travel, even if an agreement hasn't been reached for 2021 onwards. Allow more time if possible as demand is likely to be high. Amaquella also takes no responsibility for this.

3.7. Driving ability

The driving portion of the trip is the complete responsibility of the participant. There is a considerable amount of driving involved in this challenge. We anticipate between 4 to 6 hours each day and therefore suggest a minimum of 2 drivers per team. Much of the driving is straightforward, however, there is some city driving as well as complex mountain roads. We advise at least one experienced driver per team and then a secondary driver as a minimum.

It is your responsibility to ensure you feel up to the challenge. It is also your responsibility to ensure you are legally allowed to drive across Europe, Amaquella accepts no responsibility for this. The Dash to Dubrovnik is not a road race, and participants must never exceed road laws, local enforcements or speed limits. Amaquella does not take any responsibility for enforcing this. Amaquella does not take any responsibility for the quality of the roads or conditions affecting/ driving.

4. Risk

If you are not content to proceed based on the information below, you should not register for this trip.

Upon registering on this trip, the participant must accept the understanding that driving and travel activities carry a risk. By registering on this trip, the participant acknowledges and accepts the risks of driving abroad (including, but not limited by road-signage, speed limits, laws, road operation etc. that differ from the UK), across the various routes of the trip and other aspects of the challenge. As with all long-distance driving, there is an increased risk of a road accident, which could lead to injury or death, and by registering, the participant fully accepts this risk. Amaquella does not take any responsibility for the driving portions of the trip, all routes provided by Amaquella are optional.

By registering for this trip, you acknowledge that you are undertaking a road trip which covers remote areas of Europe, with a risk of illness, injury or death which may be caused by the participant, mechanical error, negligent individuals, forces of nature, strenuous/adverse conditions, criminal activity of third parties or terrorism. Amaquella accepts no responsibility for the above or any other risks involved with the driving portion of the trip. It is the participant's responsibility to always follow local guidance, laws and instructions from emergency services.

By registering you acknowledge that weather conditions may be severe and that medical services may not be available and/or consistent with standards in the United Kingdom, during some or all of the time during which you are participating in the trip.

Driving large distances across various countries comes with spending a lot of time on the road of all different levels. It is your responsibility as a participant to ensure you feel comfortable on the roads and that your car is legal, roadworthy and safe to drive. Participants must drive within their limits. Do not drive under the influence of drugs, alcohol or substances that may affect driving ability and/or perception. Participants must ensure they are taking regular breaks, and never drive tired. Amaquella will remind participants of these, along with various other trip rules, however, Amaquella does not take any responsibility if participants neglect to adhere to these rules or act.

All personal possessions, car, money, identification, passports and paperwork are the sole responsibility of the participant at all stages of the trip, and Amaquella accepts no liability for this. Please ensure that you keep your car locked when left unattended and all your possessions are either with you.

Amaquella has an extensive risk assessment that covers varying aspects of the trip. Amaquella also has an evacuation plan and crisis management plan for the duration of the trip. Whilst the risk assessment and personal insurance does cover participants under the grounds of what has been assessed and stated to the insurance under the itinerary stated, anything falling outside of these assessments will result in the participant being fully liable for their actions. Participants accept they must act responsibly, and will not participate in illegal activity of any kind. Consumption of alcohol whilst at the overnight check-points is completely optional and its resulting effects, including inebriation and intoxication, and highly unlikely, but possible fatal effects are the full responsibility of the participant. Amaquella strongly advises that all participants travel around city stopovers and check-points in groups of a minimum of three people.

Many events also fall outside of Amaquellas control, including (but not limited by) acts of God, foreign or UK governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, bad weather, epidemic, pandemic, public health

emergency and strikes, other labour disputes or any other matter that may restrict Amaquella from carrying out the tour. Amaquella is not responsible for these.

It is therefore absolutely essential that you abide by the guidance of the local law and the leading parties on the trip. It's essential that the risk assessment is read and understood in full and you have no doubt regarding your own personal responsibilities on the trip in comparison to the areas where Amaquella is liable.

If you are not content to proceed on this basis, you should not register for this trip.

5. Cancellation

Cancellation can be made at any point on the trip. After you sign up via the Amaquella website or at a point of sale stand, there is a 30-day window where we shall refund 100% of your deposit. However, after this point, cancellation means the participant is accepting the loss of the deposit and any further payments made for extension trips. Amaquella cannot be expected to refund any costs. For pandemic/COVID related cancellations, please see section 6.

5.1. Insufficient fundraising

As the trip is organised through the support of a charity partner, a participant must accept that they can be removed from the trip on the grounds of insufficient fundraising. In the lead up to fundraising deadlines, the participant will be made aware of their shortage of donations. If they fail to meet the deadlines, Amaquella reserves the right to remove that individual from the challenge. Furthermore, if Amaquella lets an individual through a specific fundraising deadline, this does not mean the next deadline will also be flexible. The conditions of cancellation will then stand with the participant not able to claim any deposits back against Amaquella.

5.2. Fundraising total deferral

Upon cancellation of the trip, the fundraising total of the participant will be calculated. As the trip is partly funded by the charity, should the participant wish to defer to a later year, then they will be advised on the actual total that can be carried over to the following year. The amount carried forward will be based upon the lateness of the deferral and the amount placed on deposits for the previous year. Participants requesting trip deferral may incur deferral fees based upon the proximity to the trip departure date.

5.3. Finishing the trip early

If you are forced or decide to return early from the trip, Amaquella will not offer a refund on the remaining portions of the trip, or be liable for any incurred fees from this early retirement from the trip.

6. Government advice

Amaquella and the Participant agree to monitor the UK government's guidelines, advice, rules and regulations about overseas travel and group activities. Amaquella reserves the right to cancel your trip due to the UK government advising against "all" or "all but essential" travel. It may also be necessary to postpone the trip, for example during a major health incident or pandemic. In this event, students will be given an option to defer their trip approximately 60 days later, subject to availability. In certain cases, due to government recommendations or developing situations, 60 days may not be suitable, and the trip will be postponed until suitable, subject to availability. These postponements will be free of charge to the participant and charity fundraising will be carried over. Participants are entitled to a refund of monies paid if they do not accept the modified travel plan. A £20 non-refundable, non-admin fee will be charged if a student was to refuse the postponed trip plans.

If the UK government does not specifically advise against travel to your destination then we may decide, subject our own operational assessment, to continue as planned, in which case we will not be in a position to make any refunds to you should you choose not to travel. Waivers, as stated in Section 3.3 may also be introduced.

7. Media

By registering for the trip you are agreeing to the unlimited capture and photography of yourself. You are also agreeing to the use of your photographic or video media of the Dash to Dubrovnik challenge by Amaquella. This applies to media of the trip sent directly to Amaquella or posted publicly online (YouTube, Facebook, Instagram etc.). Participants have a right to have their media deleted and this can be requested via email to operations@amaquella.co.uk or sales@amaquella.co.uk at any time.

8. Insolvency protection

8.1 Introduction

As per the 1992 Travel Regulations, it is a requirement that any deposit you pay towards a trip is financially protected in the event of insolvency of the Tour Operator, in this case, Amaquella. In the event of insolvency issues, each participant is to contact the policy providers as detailed below, where the deposit will be retrievable from.

8.2 Policy Details

ARRANGED BY: Towergate Underwriting Group Limited who are authorized and regulated by the Financial Conduct Authority registration number 4043759

UNDERWRITTEN BY: Zurich Insurance plc Niederlassung für Deutschland, Solmsstrasse 27-37, 60486 Frankfurt am Main, Germany, registration number HRB 88353

This policy is effected in England and is subject to the Laws of England and Wales.

Product: Commercial or Business Financial Failure Cover for Tour Operators and / or Holiday Package providers as defined in the 1992 EC Package Travel Regulation

Policy Number: RLS/ZUR/21664

9. Changes and errors

Amaquella endeavours to ensure that all the information both on our website and in any advertising material are accurate. Occasionally changes and errors occur and Amaquella reserves the right to correct details in such circumstances.