

Pursuits Terms & Conditions
5-10 June 2022, The Dolomites

The following agreement has been made between This is Beyond Ltd and those attending the Dolomites Pursuit 5-10 June 2022.

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these terms and conditions: **Dolomites Pursuit** means the six-day event put on by **This is Beyond Ltd** in partnership with Dolomite Mountains; GBP and £ means British pounds; Challenger means the person/client who has been invited by This is Beyond Ltd and has agreed to attend and pay the total price. Terms mean these terms and conditions and the terms, if any, set out overleaf. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party including but not limited to any acts of god, epidemics, pandemics COVID-19 (including but not limited to the COVID-19 pandemic of 2019/20), coronavirus, swine flu, bird flu, and any mutations of any of them, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lighting, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political, terrorist, biochemical attacks, cyber attacks, national mourning or other similar purposes, material or national emergency, terrorist or military activity, labour disputes, airlines disturbances or cessation, civil disturbances, explosions, inevitable accident interventions or regulations, failure of third party suppliers, failure of network and communications providers, failure of utility supply of any kind e.g. water, gas, electricity, interventions, government actions or regulations or restrictions by national or local authorities or in each case any circumstances, events, consequences or occurrences arising from or associated with any of these things or matters defined as Force Majeure in this clause

2. TERMS OF THE CONTRACT

- 2.1. These terms, the email invitation, online invitation and booking form constitute the entire agreement between parties, superseding any previous agreement or understanding. All other terms expressed or implied by statute or otherwise, are exclusive to the fullest extent permitted by law.
- 2.2. Any changes or additions to the contract or the terms must be agreed in writing by **This is Beyond Ltd**. **This is Beyond Ltd** may, from time to time, vary or amend these terms, provided such variations or amendments do not operate to diminish the rights reserved to the Challenger attending and shall not operate to increase the liabilities of **This is Beyond Ltd** or its agents or partners in this case which are Dolomite Mountains.

3. FEES

- 3.1 All prices are quoted in British pounds £. The total price for attending **Dolomites Pursuit** is £4,999 (£4,499 if you booked on the Super Early Bird rate valid until 20 November 2019 inclusive). This price includes all transfers to and from Venice Marco Polo Airport, all accommodation (hotels & camping), meals and activities, for the duration on **Dolomites Pursuit** from the arrival dinner on 5 June 2022 to the departure breakfast on 10 June 2022. It does not include flights, or any additional extras Challengers may incur such as dry cleaning, mini bar, etc.
- 3.2 Subject to any Availability Discount agreed by **This is Beyond Ltd**, **This is Beyond Ltd** shall pro forma invoice the Fee to the Challenger as soon as practicably possible after they have been approved and a Contract has been entered into.
- 3.3 Payments in respect of the pro forma invoice shall be made by the Challenger according to the following schedule and stages of development:
- 3.3.1 Once a Challenger application has been approved, **This is Beyond Ltd** will invoice the Challenger for 25% of £4,999 (£1,249.75) based on the submission of the online booking form and acceptance that you have read the terms and conditions. The remaining 75% payment of £4,999 (£3,749.25) will be due 8 weeks prior to the event, by 10 April 2022.
- 3.3.2 Full fee payment should reach **This is Beyond Ltd** no later than 7 days after the invoice is received.
- 3.4 Confirmation of place is given when the first invoice is paid to **This is Beyond Ltd** through bank transfer or via credit card (subject to credit card fees).
- 3.5 Once payment has been received the cancellation policy applies (clause 5).
- 3.6 All bank charges incurred with the international transfer should be paid by the applicant.

4. CANCELLATION OR NO-SHOW

- 4.1. The Challenger may terminate the Contract (cancellation) by giving notice in writing to jessica@thisisbeyond.com:
- 4.1.1. Cancellations prior to 15 May 2022 - 3 weeks before the event start - that are directly related to COVID-19 (i.e. unable to leave your country due to restrictions or become ill with COVID-19) will result in payment being credited to another This is Beyond event that you qualify for.
- 4.1.2. Cancellations from 16 May 2022 – within 3 weeks of event – that are directly related to COVID-19 (as stated in 4.1.1) will result in 50% of payment credited to another This is Beyond event that you qualify for.
- 4.1.3. You must have a COVID-19 test 72hrs before arriving at this event and agree to be tested on arrival. If either of these tests are negative, your payment will not be refunded.

- 4.1.4. Once payment has been received, non-COVID related cancellations will be reviewed case-by-case.
- 4.2. Neither **This is Beyond Ltd** nor its agents, employees or contractors shall be required to assist the Challenger to obtain any documents necessary for entry into the country where the Pursuit is to be held. Any failure of the Challenger to obtain any such documents from the relevant authorities or any failure to arrange travel shall not constitute frustration of the Contract or a Force Majeure event.
- 4.3. In the event of a breach of these Terms, either party may (without limiting any other remedy) notify the other in writing requesting that the breach be remedied within 30 days if such breach is capable of remedy.
- 4.4. Without prejudice to any accrued rights, either party may (without limiting any other remedy) at any time terminate the Contract immediately by written notice to the other:
 - 4.4.1. if the Challenger fails to make any payment by the due date set out in clause 3.3;
 - 4.4.2. if the offending party fails to remedy the breach set out by notice pursuant to clause 4.3 to the claimant's reasonable satisfaction;
 - 4.4.3. if one party materially or persistently breaches any of these Terms;
 - 4.4.4. as a result of an act of Force Majeure;
 - 4.4.5. if the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 4.4.6. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 4.5. The Challenger shall immediately pay to **This is Beyond Ltd** all of **This is Beyond Ltd's** outstanding unpaid invoices and interest and, in respect of any payment set out in clause 3 but for which no invoice has been submitted, **This is Beyond Ltd** may submit an invoice, which shall be payable immediately on receipt. This clause to be read in conjunction with clause 3.3 (**Payments**).
 - 4.5.1. any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
 - 4.5.2. termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 4.6. In the event of an act of Force Majeure or other event outside the reasonable control of **This is Beyond Ltd**, the Pursuit may be cancelled, postponed or amended by **This is Beyond Ltd** in

such manner as **This is Beyond Ltd** determines in its absolute discretion upon notice in writing to the Challenger. Any amendment to the Pursuit under this clause shall include, without limitation, any change to the Venue, timings, style or format of the Pursuit. In such event, any payments already made will be credited to the next This is Beyond event the Challenger qualifies for.

- 4.7. In the event of any cancellation, postponement or amendment, **This is Beyond Ltd** may at its absolute discretion under clause 4.6 amend this Contract or add or delete Terms to enable the Pursuit to be held at the revised time, location or in the revised manner that **This is Beyond Ltd** determines in its absolute discretion to be necessary taking into account the circumstances and the financial implications of the same. Any such amendments, additions or deletions shall be notified to the Challenger in writing as soon as practicably possible.

5. CONDUCT OF CHALLENGER

- 5.1. The Challenger shall comply with: (a) all applicable laws; (b) the Rules & Regulations and all health & safety guidelines issued by the Venues or **This is Beyond Ltd**; and (c) all reasonable instructions of **This is Beyond Ltd** and the Venues issued. The Challenger shall in addition cooperate with **This is Beyond Ltd** in all matters relating to the Pursuit and provide, in a timely manner, such information as **This is Beyond Ltd** may reasonably require, and ensure that it is accurate and complete in all material respects.
- 5.2. The Challenger shall be responsible for their conduct at all times. In the event of any conduct that is not within the standards of normal, professional or reasonable behaviour expected in the work-place including without limitation abusive, offensive, racist, sexist, predatory, drunken or otherwise inappropriate conduct or conduct that brings **This is Beyond Ltd** or the Pursuit into disrepute, the offending person may be removed from the Venue by **This is Beyond Ltd** at its absolute discretion and any re-entry cancelled, suspended or made subject to conditions as **This is Beyond Ltd** requires at its absolute discretion. Persistent or serious offences by a Challenger under this clause will be deemed a material breach of the Contract.

6. INTELLECTUAL PROPERTY

- 6.1. **This is Beyond Ltd** and their licensors shall retain ownership of all their Intellectual Property Rights. Unless expressly stated otherwise, **This is Beyond Ltd** and their licensors shall own any works, information, data or other materials created in connection with the Pursuit.

7. INDEMNITY

- 7.1. The Challenger shall indemnify and hold harmless **This is Beyond Ltd** against any loss, damages, costs, expenses or other claims arising from: a) breach of these Terms by the Challenger, its employees, agents, contractors or any other Challenger; and b) breach of any duty or any other tort in connection with any acts or omissions of the Challenger, its' employees, agents, subcontractors or any other Challenger, whether negligent or otherwise, as applicable.

8. LIMITATION OF LIABILITY

- 8.1 Except in respect of death or personal injury caused by negligence or as a result of fraud, neither **This is Beyond Ltd** nor the Challenger or any of their employees, agents or contractors shall be liable to each other by reason of any representation, or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law or under statute, or under the express terms of the Contract or otherwise howsoever arising, for any loss or damage, costs, expenses or other claims whether direct or indirect, being (a) loss of profit or business or opportunity; (b) reputational loss or damage; or (c) any special or consequential loss or damage, which in each case arise out of or in connection with the Pursuit (including without limitation any cancellation, amendment or postponement of the Pursuit).
- 8.2 Subject to clause 8.1, and except in respect of death or personal injury caused by negligence, **This is Beyond Ltd's** total liability to the Challenger by reason of any representation, or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law or under statute, or under the express terms of the Contract or otherwise howsoever arising, in respect of all loss or damage, costs, expenses or other claims arising from or in connection with the Pursuit, shall in no circumstances exceed the Fee unless caused by the fraudulent act or omission of **This is Beyond Ltd**, its authorised employees, agents or contractors.
- 8.3 Notwithstanding clauses 7.1 and 7.2, and except in respect of death or personal injury caused by negligence or as a result of fraud, **This is Beyond Ltd** nor their employees, agents, or contractors shall have any liability to the Challenger by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law or under statute, or under the express terms of the Contract or otherwise howsoever arising, for any loss or damage, costs, expenses or other claims, whether direct or indirect, which arise out of or in connection with the Pursuit (including without limitation any cancellation, amendment or postponement of the Pursuit):
- 8.3.1 as a result of an act of Force Majeure; or
 - 8.3.2 in relation to the failure of **This is Beyond Ltd's** agents or contractors to supply any of the amenities for the Pursuit; or
 - 8.3.3 in relation to the failure of supply of any utilities by any public, government or private provider.
- 8.4 **This is Beyond Ltd** may not benefit from the limitations and exclusions set out in this clause 8 in respect of any liability arising from its Wilful default.
- 8.5 Unless the Challenger notifies **This is Beyond Ltd** that it intends to make a claim in respect of an event within the notice period, **This is Beyond Ltd** shall have no liability for that event. The notice period for an event shall start on the day on which the Challenger became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.6 If **This is Beyond Ltd's** performance of its obligations under the Contract is prevented or delayed by any act or omission of the Challenger, its agents, subcontractors, consultants or employees, **This is Beyond Ltd** shall:

- 8.6.1 not be liable for any costs, charges or losses sustained or incurred by the Challenger that arise directly or indirectly from such prevention or delay;
 - 8.6.2 be entitled to payment of the Fee or any part of the Fee despite any such prevention or delay; and
 - 8.6.3 be entitled to recover any additional costs, charges or losses **This is Beyond Ltd** sustains or incurs that arise directly or indirectly from such prevention or delay.
- 8.7 **This is Beyond Ltd** along with the Dolomites Pursuit event partner – Dolomite Mountains – reserve the right to alter routes, itineraries or timetables should the necessity arise.
- 8.8 No liability is accepted for losses or expenses due to delays or changes of flights or other services, weather, war or other causes outside the control (force majeure) of **This is Beyond Ltd**.
- 8.9 **This is Beyond Ltd** cannot be held liable for any injuries or fatality resulting from a Pursuit and no compensation will be given should an injury impact your Pursuit.
- 8.10 **This is Beyond Ltd** cannot be held liable for any theft of personal property or any damage to personal property during a Pursuit.
- 8.11 Pursuits are in partnership with suppliers and sub-contractors at each destination and **This is Beyond Ltd** will not be held accountable for any changes to itinerary, activities, destinations or anything else outside its control.

9. INSURANCE

- 9.1. Challengers must have their own travel insurance, as Challengers are their own responsibility on tours and during extreme activities. Any activity that the Challenger chooses to participate in, they do so at their own risk and must be covered by their own travel insurance accordingly. **This is Beyond Ltd's** insurance does not cover Challengers.
- 9.2. Each Challenger is responsible for arranging their own insurance in relation to their personal property and other equipment for which they are responsible.
- 9.3. Challengers must have full insurance cover for all sporting activities on the Pursuit. **This is Beyond Ltd** will inform you of activities required to be insured 1 month prior to departure.

10. COMPLAINTS

- 10.1. Each effort will be made to ensure that Challengers attending Pursuits have a great adventure. If for any reasons Challengers are not satisfied with the services provided during the event, they should inform an employee of **This is Beyond Ltd** immediately so that the situation can be rectified as soon as possible.

11. GENERAL

- 11.1. You agree to give us and Dolomite Mountains your consent under privacy laws to be photographed, recorded and videoed by a camera during your participation at Dolomites Pursuit 2022 and that the resulting material can be used for promotional purposes on print, on the internet, on electronic format and any other channels **This is Beyond Ltd** chooses.
- 11.2. The event will be governed under Chatham house rules – whereby all Challengers are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any Challenger, may be revealed.
- 11.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be effective unless it is given in writing or be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.5. Unless this Contract expressly states otherwise, this Contract shall not give rise to any rights for a third party to enforce any term of the Contract save that any associated or parent company including This is Beyond Limited is entitled to protect its assets, revenues or Intellectual Property Rights.
- 11.6. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - 11.6.1. delivered by hand at its registered office (if a company) or its principal place of business and be deemed to have been received at the time left at the proper address; or
 - 11.6.2. delivered by pre-paid national first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business and be deemed to have been received at 10.00am on the second Business Day after posting; or
 - 11.6.3. by pre-paid airmail providing proof of postage or delivery and be deemed to have been received at 10.00am on the fifth Business Day after posting; or
 - 11.6.4. sent by email to the email address specified in the Rules and Regulations (for **This is Beyond Ltd**) or in the Application (for the Challenger) and be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

11.6.5. In this clause 11.6, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt and Business Day shall be construed accordingly.

11.6.6. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. GOVERNING LAW

12.1 This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

12.2 This Contract is drafted in the English language. If this Contract is translated into any other language, the English language version shall prevail.

12.3 Any notice given under or in connection with this Contract shall be in the English language. All other documents provided under or in connection with this Contract shall be in the English language or accompanied by a certified English translation.

12.4 If such document is translated into any other language, the English language version shall prevail unless the document is a constitutional, statutory or other official document.