

Terms & Conditions – Sky Blue Adventures

Sky Blue Adventures

A trading name of Sky Blue Events Limited (Company No. 13252862)

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IMPORTANT NOTICE

These Terms and Conditions apply where you are booking a place on an Event **via a charity** (the “Charity”) who is managing the **promotion and fundraising** for the Event, and where **Sky Blue Adventures (SBA)** is responsible for the **delivery and safe running** of the Event.

By booking (or accepting a place) via the Charity and then attending the Event, you:

- Agree to these Participant Terms and Conditions
- Agree to comply with the Participant Code of Conduct
- Confirm you will complete your Medical Declaration honestly and accurately in advance of event day
- Understand that outdoor events involve real risks (injury, illness, bad weather, changes to plans) and you choose to take part accepting these risks

If you do not understand or agree with any part of these Terms, do not participate. Contact us if you have questions – we're here to help.

1. DEFINITIONS

"SBA", "we", "us", "our" means Sky Blue Adventures, a trading name of Sky Blue Events Limited (Company No. 13252862), registered in England and Wales.

"Charity" means the charity (or fundraising organisation) through which you have booked, registered, or fundraised for the Event.

"You", "your" means the individual participant attending the Event.

"Charity Booking" means a booking/registration that is managed by the Charity (including promotion, participant registration, collection of registration fees and/or fundraising administration), and where SBA is contracted by the Charity to deliver the Event.

"Event" means the outdoor adventure event (UK or overseas, including charity challenges) that you are attending and that SBA will deliver, including all activities, services, and arrangements described in the Event information pack/briefing.

"Event Information" means the Event details, dates, kit list, itinerary, meeting points and times, pricing/fees (if applicable), and other key information provided by the Charity and/or SBA.

"Participant Code of Conduct" means SBA's Code of Conduct for Charity Challenge Event Participants (as amended from time to time), which forms part of these Terms.

"Force Majeure Event" means any event, circumstance, or cause beyond a party's reasonable control, including but not limited to: acts of God, pandemic or epidemic disease, government restrictions or prohibitions, extreme or severe weather conditions, natural disasters, civil unrest, terrorism, or failure of public utility or transport networks.

2. CONTRACT STRUCTURE (WHO YOU ARE CONTRACTING WITH)

2.1 Booking and fundraising administration (Charity responsibility)

Your registration/booking and any fundraising commitments are managed by the Charity. This means that **payments, fundraising, and any charity registration terms are handled by the Charity**, not SBA.

2.2 Event delivery (SBA responsibility)

SBA is responsible for the **planning and delivery** of the Event activities themselves, including safety management, guiding/leadership, and on-the-day decisions.

2.3 What these Terms cover

These Terms set out the terms on which **you may participate** in an Event delivered by SBA as part of a Charity Booking.

2.4 Conflicts with Charity terms

If the Charity provides its own booking/fundraising terms, those terms apply to your registration/fundraising relationship with the Charity. These Terms apply to your participation in the SBA-delivered Event activities.

3. WHAT SBA WILL PROVIDE

3.1 Services

SBA will deliver the Event as described in the Event Information.

Services typically include:

- (a) qualified and experienced activity leaders and guides;
- (b) risk assessment and safety management;
- (c) route planning and event briefings;
- (d) any accommodation, meals, transport, or equipment specified as being provided by SBA in the Event Information; and
- (e) any other services set out in the Event Information.

3.2 Standard of Care

SBA will perform its services with reasonable care and skill and comply with all applicable laws and regulations. **We operate in line with current UK adventure activity safety guidance and good practice.**

3.3 Routes and Itineraries are Indicative Only

Any route, schedule, itinerary, or other Event information provided is indicative only and may be changed at any time for safety, weather, operational, or other reasonable reasons.

4. YOUR RESPONSIBILITIES

4.1 Fitness, Health, and Medical Disclosure

You are responsible for deciding if this Event is suitable for you.

You confirm, warrant, and agree that:

(a) Fitness for Participation

You are **reasonably fit and able to participate** in the Event based on the description, difficulty level, and physical demands communicated to you.

(b) Medical Conditions

You do not have any medical condition that would make participation unsafe or inadvisable;

OR, if you do have such a condition, you have:

- (i) **will disclose it fully, honestly, and accurately** in your Medical Declaration and to SBA;
- (ii) obtained written medical clearance from a qualified medical practitioner confirming you are fit to participate;

- (iii) are carrying all necessary medication and know how to use it;
- (iv) have informed your emergency contact and event leaders of your condition; and
- (v) accept full responsibility for managing your condition during the Event.

(c) Pregnancy

You are not currently pregnant, or if you are, you have obtained written medical clearance from a qualified medical practitioner and disclosed this to SBA.

(d) Changes to Health

You will notify SBA immediately if your medical condition, fitness, or health status changes between registration and the Event.

(e) No Medical Advice from SBA

You understand and acknowledge that:

- **SBA does not provide medical advice**
- **SBA does not assess whether you are fit to take part**
- **You and your doctor are responsible for deciding if you are fit**
- SBA is relying on the accuracy and completeness of your Medical Declaration

(f) Consequences of Non-Disclosure

If you do not tell us important medical or fitness information, this may affect your safety and our ability to help you in an emergency, and may mean we have to remove you from the Event without refund (see clause 7).

(g) Authorisation to Share Medical Information

You authorise SBA to share your medical information with emergency services, medical professionals, event leaders, guides, and your emergency contact if necessary.

4.2 Equipment and Preparation

You must:

- (a) bring all equipment and clothing specified in the kit list provided;
- (b) ensure your equipment is in good working order, fit for purpose, and appropriate for the Event and weather conditions;
- (c) attend any pre-event briefings (whether live, recorded, or written);
- (d) undertake appropriate physical training and preparation before the Event; and

(e) if you are unsure about kit, training, or preparation, contact SBA well before the Event for guidance.

4.3 Insurance (Recommended)

You are **strongly advised** to obtain and maintain appropriate insurance cover suitable for outdoor/adventure activities and the specific Event.

4.4 Participant Code of Conduct

You must comply with the Participant Code of Conduct at all times and follow all instructions from SBA's leaders, guides, and staff.

5. INHERENT RISKS AND VOLUNTARY ASSUMPTION OF RISK

5.1 Acknowledgement of Inherent Risks

You acknowledge, understand, and accept that participation in outdoor adventure events involves inherent risks that exist even where SBA exercises reasonable care and skill.

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Key risks in simple terms:

Injury, illness, bad weather, remote locations, other people's actions, and travel issues. Serious harm or, in extreme cases, death is possible.

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5.2 Specific Inherent Risks

Inherent risks include but are not limited to injury, difficult terrain, severe weather, remoteness, equipment failure, and risks arising from other participants.

5.3 Voluntary Assumption of Risk

You voluntarily and knowingly assume all inherent risks associated with your participation in the Event.

6. MEDICAL DECLARATION

6.1 By registering/booking via the Charity and/or by participating, you confirm you [will complete the](#) ~~have completed any~~ Medical Declaration honestly, accurately, and completely.

6.2 You will update your Medical Declaration and notify SBA immediately if your medical condition or fitness changes.

7. SBA'S RIGHT TO REFUSE OR REMOVE PARTICIPANTS

7.1 Right to Refuse or Remove

SBA reserves the right (acting reasonably and in good faith) to refuse your participation, or to remove you from the Event at any time, **without refund from SBA**, if this is necessary for safety, legal, or serious behavioural reasons.

7.2 Where a participant is removed

If you are removed from an Event:

(a) **you are solely responsible** for any additional costs incurred (transport, accommodation, etc.);

(b) any refund (if any) of registration fees is handled under the Charity's terms, not SBA's.

8. PRICE, FEES, FUNDRAISING, AND PAYMENT

8.1 Charity manages payments/fees

Where you pay a registration fee, deposit, or other amount to secure your place, this is handled by the Charity unless the Event Information explicitly states otherwise.

8.2 Fundraising

Any fundraising commitments, targets, deadlines, and the consequences of not meeting them are managed by the Charity and are not the responsibility of SBA.

8.3 What SBA is (and is not) responsible for

SBA is responsible for delivering the Event services described in the Event Information, not for the Charity's promotional, fundraising, or payment administration.

9. CANCELLATION BY YOU

9.1 How to cancel

If you need to cancel your participation, you must follow the Charity's cancellation/registration process unless the Event Information states that cancellations must also be notified to SBA.

9.2 Refunds and charges

Any refund of registration fees and any cancellation charges are governed by the Charity's terms.

9.3 If you do not attend

If you do not attend the Event for any reason, any refund/credit position is handled under the Charity's terms.

10. CANCELLATION OR CHANGES TO THE EVENT (SBA)

10.1 Cancellation or modification for safety/operational reasons

SBA may cancel, cut short, or modify the Event if, acting on reasonable professional judgment and in accordance with its duty of care, SBA identifies circumstances that make it unsafe or not realistic or safe to run (including severe weather, route/venue closures, staffing constraints, Force Majeure Events, and other factors beyond SBA's reasonable control).

10.2 Safety decisions are final

SBA's safety decisions made in good faith and using reasonable professional judgment are final.

10.3 Refunds where SBA cancels/modifies

Where the Event is cancelled or significantly modified:

- (a) SBA will work with the Charity in good faith regarding operational next steps;
- (b) any refund/credit to participants for registration fees is handled by the Charity under the Charity's terms (unless your Event Information explicitly states otherwise).

11. LIABILITY, EXCLUSIONS, AND LIMITATIONS

The law allows us to limit some, but not all, types of liability. This clause explains what we are and are not responsible for.

11.1 What SBA is not liable for

Subject to clause 11.2, SBA is not liable for losses arising from:

- (a) Force Majeure Events and circumstances beyond SBA's reasonable control;
- (b) inherent risks of outdoor adventure activities (clause 5);

- (c) your failure to comply with instructions, briefings, or the Participant Code of Conduct;
- (d) your failure to disclose medical/fitness information;
- (e) inadequate equipment you bring;
- (f) minor route/itinerary changes made for safety/operational reasons;
- (g) acts or omissions of third parties (including the Charity's promotional, fundraising, registration, and payment administration);
- (h) indirect or consequential losses.

11.2 Liability SBA cannot exclude

Nothing in these Terms excludes or limits SBA's liability for:

- (a) **death or personal injury caused by SBA's negligence**; or
- (b) **fraud or fraudulent misrepresentation** by SBA.

11.3 Liability cap

Subject to clauses 11.1 and 11.2, if SBA is found liable to you, the most we will pay in total is the amount (if any) you paid **to SBA directly** for the Event services. If you did not pay SBA directly, the cap is £0, except where liability cannot legally be excluded.

11.4 Your responsibility to insure

You acknowledge and accept that you are responsible for obtaining appropriate insurance for your participation.

12. DATA PROTECTION AND PRIVACY

SBA will process your personal data in accordance with UK data protection legislation and SBA's Privacy Notice: www.skyblueadventures.co.uk/privacy.

13. PHOTOGRAPHY AND MEDIA CONSENT

During the Event, SBA may take photographs/videos that include you. By participating, you consent to SBA using Images that include you for reasonable business purposes, subject to an opt-out request made in writing before the Event.

14. COMPLAINTS PROCEDURE

If you have a complaint during the Event, please raise it immediately with the event leader.

To make a formal complaint after the Event, contact SBA at info@skyblueadventures.co.uk.

15. GENERAL TERMS

15.1 Entire agreement (for participation)

These Terms, together with the Event Information and the Participant Code of Conduct, constitute the terms governing your participation in the SBA-delivered Event activities.

15.2 No third party rights

The Contracts (Rights of Third Parties) Act 1999 does not apply, except that SBA's employees, leaders, guides, and subcontractors may enforce and rely upon the exclusions and limitations of liability in clause 11 as if they were party to this contract.

15.3 Governing law

These Terms are governed by the **law of England and Wales**.

15.4 Jurisdiction

The courts of **England and Wales** have exclusive jurisdiction.

16. YOUR ACCEPTANCE AND CONFIRMATION

By registering/booking via the Charity and participating in the Event, you confirm that:

- You have **read, understood, and agree** to be bound by these Participant Terms and Conditions
 - You will comply with the Participant Code of Conduct
 - You have completed your Medical Declaration honestly and accurately
 - You acknowledge and accept the inherent risks of outdoor adventure activities
 - You will obtain appropriate insurance
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Sky Blue Adventures

Sky Blue Events Limited (Company No. 13252862)

Registered in England and Wales

Contact:

Email: info@skyblueadventures.co.uk

Telephone: 07932 602399

Website: www.skyblueadventures.co.uk

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- If you are a charity place participant, you commit to raising the minimum sponsorship for Sense International for the event you have registered for. If you do not meet the minimum sponsorship, you may choose to make up the balance yourself, you may lose your place in the event, or you could lose the chance to take part in an event for Sense in the future.
- You understand that if you choose to pay the registration fee, this is not refundable and not transferable and includes VAT.
- You commit to responding to communications from the Events Team at Sense International in regards to your participation in the event and your fundraising.
- If you have not started fundraising, paid in your fundraising target directly, or informed us how you intend to raise funds by the event registration deadline we reserve the right to cancel your place in the event.
- If we do not see evidence of fundraising intention and activity Sense reserves the right to cancel your place in the event. Please contact SI.fundraising@sense.org.uk to discuss your fundraising plans if you intend to fundraise later, through a different method like holding a fundraising event, or want to pay in your fundraising target directly.
- For all events, your full minimum sponsorship amount must be paid to Sense International within 1 month of the event date.
- You agree to raise all money using legal methods and complying with the advice given in the fundraising pack and on our website.
- You understand that Gift Aid is not included in your minimum sponsorship. The money raised from Gift Aid is a valuable bonus for Sense International.
- If you do not take part in the event, any sponsorship money raised will be treated as donations unless your sponsors contact SI.fundraising@sense.org.uk directly for a refund.
- If you are unable to take part in the event due to injury or other unforeseen circumstances on your part you must let us know as soon as possible by emailing SI.fundraising@sense.org.uk we will withdraw your place. Once your place is withdrawn you are no longer liable to reach your fundraising pledge and you will no longer receive communications from us about the event.
- You confirm that, to the best of your knowledge, your general state of health and fitness is good, and you take full responsibility for your training. You take part in this event at your own risk

- You confirm that you and any children you might register will be the minimum age of 13 required to take part in the event. For more information on age requirements for specific events, please email Sl.fundraising@sense.org.uk.
- All funds raised for Sense International through the event will be made payable to Sense International.
- You agree to Sense International storing the information that you provided on our database. Please see our privacy policy for details.
- You give Sense International permission to use any photographs or videos taken of you at this event, to raise awareness or money for Sense International's work with disabled people.
- You agree to the terms and conditions set out by the event organiser for the event you are involved in.
- You agree that Sense International may share your details with the event organiser.
- You are responsible for arranging travel, accommodation and other logistics for your event where needed. Sense International is unable to provide support for these logistics.

Deferral policy

- ~~If you are unable to take part in the event and wish to defer your place to the following years' event, you must let us know as soon as possible by emailing eventsteam@sense.org.uk~~
- ~~You can only defer your place once, if you wish to take part in the event again after already having deferred once, you will need to apply again and agree to raising the full target and paying the registration fee again for the relevant year's event~~
- ~~You may only defer your place if you have raised at least 30% of your fundraising target. Otherwise you will need to re-enter the event the following year and raise the full sponsorship target~~
- ~~You will need to re-register for your deferred place using the relevant payment form on our website, we will be in touch with details on how to do this~~
- ~~During the registration process you will agree to the relevant years' Event Terms and Conditions including that years' fundraising pledge~~
- ~~You will be able to carry over 100% of your fundraising into your deferred years target~~

