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# TERMS & CONDITIONS

Before making a booking with Run the Wild Limited, please read through the Terms and Conditions, print off and retain a copy for your own records. The following Terms and Conditions as well as Rules of Participation contained herein shall apply to all bookings made with Run the Wild Limited. Run the Wild Limited accepts bookings directly from persons aged 16 years or over, for under 18s participants must have obtained parental/guardian consent. On the payment of deposit for a booking on any Run the Wild holiday by you, the client (participant), or where a group makes a booking, all participants within the group, hereby acknowledge that they have read and understood the Terms and Conditions as well as Rules of Participation and agree to be bound by them. By booking with Run the Wild Limited you, the client confirm that you accept and understand that Run the Wild Limited will not be liable for any loss, damage, action, claim, costs or expenses which may arise in consequence of your participation in the holiday.

## LEGAL JURISDICTION & CONTRACT

All terms and conditions between clients and Run the Wild Limited are governed by English law and under the jurisdiction of the courts of England and Wales. All booking arrangements are made with Run the Wild Limited, which is a Private Limited Company registered in England with Companies House under the Registration Number of 08762866.

## SERVICES

Run the Wild Limited acts as a supplier of the services in the holiday itinerary, some of the services provided within that itinerary are from third party suppliers such as accommodation, food and transportation. Run the Wild has researched to the best of its ability the quality and safety of these providers, in the event of any unforeseen circumstances, accident or event due to the actions of a third party Run the Wild Limited shall not be held liable. Any other services provided by external suppliers that are outside of the itinerary (such as meals not included, flights etc.) are not part of the holiday you book with us and therefore, we are not responsible for those services or any complaints arising from them.

## TRAVELLING

Participants assume complete and full responsibility for travelling to and from a Run the Wild holiday, and hereby release any duty of checking and verifying any passport, visa, vaccination or other entry requirements for each destination, as well as all safety or security conditions at such destinations. Failure to arrive at the designated start time and location of the holiday stated in the itinerary will mean the participant will forfeit the entire value of the holiday. You, the client will need a valid passport if travelling outside your country of residence and since some of the trips move through a few countries you will need to keep this on your person for the duration of the holiday.

## INSURANCE

For European Running Adventures, it is a condition of booking that you are insured against medical expenses, injury, illness, death, cost of repatriation and personal accident risks, for UK Running Adventures it is highly recommended but not mandatory. This must include sufficient and suitable cover for the activities to be undertaken during the trip. Participants are solely responsible for their own safety and emergency plans whilst on a Run the Wild holiday. Please ensure that your insurance covers you to the maximum altitude given on your trip itinerary. Most of our trips have a maximum altitude of 3,000 metres. You must bring all insurance documentation with you at the time of the activity. For holidays taking place outside the United Kingdom you must ensure that your insurance covers mountain rescue, including helicopter rescue. You hereby authorise the leader or representative of Run the Wild Limited to make a decision to instigate a search and rescue including

helicopter rescue if such assistance is suspected or confirmed to be needed either involving you or the group of which you are a member without previously obtaining the permission of the company issuing your insurance policy. You agree to indemnify the Company and keep the Company indemnified from all losses, apportioned appropriately to you, arising from any such search, any such helicopter usage and any resulting repatriation, for medical or non-medical reasons, including legal costs of making a recovery against you. Costs incurred by you, the client, due to an evacuation, rescue or other emergency event shall be your responsibility. Any subsequent costs incurred for expenses not limited to but including such costs as hotels, food, transport etc shall be borne by you, the client. It is your responsibility to be fully aware of the implications involved in arranging your own travel insurance and understand the limitations and exclusions of the policy. We reserve the right to cancel your booking at any time if we are not satisfied you have the necessary insurance policy covering your activity. Run the Wild Limited shall not be held responsible for any injury sustained during the holiday or for any financial costs associated with medical care, search and rescue or repatriation. We also recommend your insurance covers you for trip cancellation and baggage loss/damage. Run the Wild Limited are unable to accept responsibility for the loss or damage to any client equipment or luggage. Run the Wild Limited shall not be responsible for any injuries, damages, or losses caused to any traveller in connection with any terrorist activities, social or labour unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside the control of Run the Wild.

## DEPOSIT

Your booking must be accompanied by a deposit of 30% of the trip cost per person, or a minimum of £100, whichever is greater, or if booked within 42 days (6 weeks) of the date on which the trip starts by the full payment. This deposit is non-refundable if you choose to cancel. When Run the Wild Limited has received your initial payment, your booking is accepted. You will be sent a booking confirmation receipt together with further information regarding the activity you have booked. Payment preferences are for cheque or direct bank transfer and you are responsible with any associated banking fees in regards to us receiving the payment.

## BALANCE OF PAYMENT

This is due 42 days (6 weeks) prior to the activity start date. If full payment is not received by this date Run the Wild Limited reserves the right to cancel your booking without a refund of the deposit made.

## HOLIDAY PRICE AND EXCHANGE RATE FLUCTUATION

Run the Wild Limited reserves the right to adjust pricing of our products and services displayed on our website and marketing materials. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. European trips are quoted in Euros and UK trips in GBP. We will update the current exchange rate at the time of each payment due. In case of currency fluctuation, if the British Pound Sterling/Euro exchange rate should fall below **£1 = €1.1**, Run the Wild Limited reserves the right to levy a surcharge to the trip price to accommodate incurred costs due directly to the movement in the exchange rate. With regard to trips in Switzerland, should the value of the Sterling/Swiss Franc drops below **£1 = CHF 1.2**, Run the Wild Limited reserves the right to levy a surcharge to the trip price to accommodate incurred costs due directly to the movement in the exchange rate. Pursuant to the Package Travel, Package Holidays and Package Tours Regulations (1992), Run the Wild Limited will not levy a surcharge to customers where a price increase is made in respect of variations that result in an increase of less than 2%. Pursuant to the New EU Package Directive (2018) you reserve the right to cancel your trip if the increase is raised over 8% of the original price.

## TRIP CANCELLATION

We reserve the right to cancel any trip which does not have sufficient people taking part to make it financially viable. If a trip is likely to be cancelled under such circumstances, we undertake to inform you as soon as possible, but this may occur after final balances have been taken but will not occur less than 15 days before the departure

date in the UK or 30 days within our European trips, except where necessary due to Force Majeure, failure by you to provide adequate insurance cover for your chosen activity, or failure by you to pay the final balance due. Cancellation of a trip by Run the Wild Limited will entitle you to a refund limited to fees paid to Run the Wild Limited for your trip or alternatively you can re-book on a different date or activity, unless cancellation has been forced by unforeseen government intervention in which case actual costs incurred by Run the Wild Limited will be subtracted from any refund due. No other compensation will be allowable. If Run the Wild Limited cancels an activity we will not be liable for any expenses that you may have incurred as a result of your booking, or in the expectation of the activity taking place. We recommend taking out trip cancellation insurance should you wish to be covered for this potential eventuality.

## ITINERARY

Whilst every effort will be made to adhere to the planned itinerary, it must be realised that in this type of adventurous travel, changes to the itinerary may occur for which Run the Wild Limited accepts no responsibility, however caused. Run the Wild Limited will make every effort to inform you of any change, we know of before departure. Your final itinerary may differ in respect of the places where you stay overnight. In particular it may be necessary to alter or cancel your itinerary at short notice due to adverse weather, force majeure, mountain conditions, client or leader illness, road conditions, or to operating conditions imposed by owners and operators of accommodation, facilities, aircraft, vessels and other forms of transport. Should such conditions involve clients in extra costs such as accommodation, transportation and meals, such costs should be borne by the client. On assessing the conditions expected to be encountered in the mountains or the abilities of the team members, your Lead Runner may decide to change any aspect of the trip, if he/she believes that to continue with the itinerary would place anyone at undue risk. Run the Wild Limited accepts no financial liability that may arise from any enforced change to your travel plans due to any alteration of the trip dates, the itinerary or its cancellation, howsoever caused. In the event that changes are made to the itinerary any extra costs will be met by the client. You are advised to book transferable, refundable travel tickets with no penalties should a cancellation be necessary. Run the Wild Limited cannot be held responsible for any missed services that you have booked independently of Run the Wild Limited. Run the Wild Limited may for operating reasons adjust advertised departure and return dates by 24 hours, even after bookings have been accepted. Run the Wild Limited cannot be made liable for the consequences of strikes, industrial action, wars, riots, sickness, quarantine, government intervention, weather conditions, or other untoward occurrences.

## SECURITY OF PRE-PAYMENTS

The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay. All trip payments are secured and will remain so, until the trip is complete. In the event of financial failure before your departure, all monies paid, excluding insurance premiums, will be refunded to you.

## COMPLAINTS

If you have any complaints whilst on holiday, you must immediately inform your lead runner or Run the Wild representative who will use all reasonable efforts to remedy it. If you remain dissatisfied, you must make full details of the complaint known to us in writing within 28 days of the end of your holiday. If you fail to follow this simple complaint procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result. Run the Wild Limited representatives, other than the Director, are not entitled to promise refunds or additional services for whatever reason and Run the Wild Limited will not be bound by any such promise. A client leaving a trip at any stage, for whatever reason, will not be entitled to any refund or compensation unless agreed by the Director of Run the Wild Limited.

## MARKETING MATERIAL

Run the Wild Limited has made every effort to ensure correctness of the website and supporting materials, but it is for guidance only, we cannot be held responsible for any inaccuracies.

## LEAD RUNNERS

Lead runners are there to attempt to solve any problems for the benefit of the group as a whole. By making payment for this trip signifies your acceptance of the Leader's authority to make decisions affecting the group or individuals. For instance, he/she may require an individual to leave the group if he/she believes that person's health is at risk, inadequate fitness, if an illegal act is committed, or their behaviour becomes detrimental to the safety, enjoyment or well-being of the group. Should the Leader take such action, that person would not be entitled to any refund. At the same time each client is entirely responsible for their own safety and well-being on the route, the Lead Runner has a duty of care to each client, beyond those there are no legal obligations or responsibilities to a client, rather is there to assist the group where possible during the holiday. Run the Wild Limited reserves the right to change the advertised Lead Runner.

## TEAM ABILITY

We endeavour to match the abilities of each runner in the group, prior to the start of the trip. You will be running at the pace of the Lead Runner and running as part of a team. You will be expected to remain as part of the designated team until the end of the trip. If you feel that the ability of the team is considerably different to your own, please raise this with the Lead Runner at the soonest available opportunity, whereupon if there are other groups running with Run the Wild, we will endeavour to move you.

## MEDICAL RISKS

In booking a Run the Wild holiday you, the client declares you are aware of, and understand the actual and potential risks in participation in Run the Wild holidays through the activity of trail running in mountainous and remote areas. You, the client also declares that by taking part in a Run the Wild holiday you are medically fit and will participate at your own risk. You are also declaring that you have undertaken the necessary physical and mental training in order to have the correct level of fitness for your chosen holiday. If you suffer from a medical condition that may prejudice your participation you must provide a medical certificate from your doctor stating that they believe you may safely undertake the activity you have booked at the time of making the booking itself. In booking a trip you accept that in case of accident or illness Run the Wild Limited may need to execute evacuation plans or provide for medical treatment which will be at your own expense. Some of our trips involve going to high-altitude and carry an inherent risk of altitude illness. Likewise, most of our trips visit remote locations with limited infrastructures where the risks to health are increased and the ability to treat injury or illness effectively is reduced. You must understand the risks associated with trail running and the consequent risk of serious injury or death. Neither Run the Wild Limited nor any of their representatives will be held responsible for any illness, injury or death sustained on their trip.

## INFECTIOUS DISEASES & COVID-19

Since the outbreak of COVID-19 it is important for you, the client, to be aware of and understand the potential additional risk of catching an infectious disease whilst taking part in a group activity. Run the Wild will follow any relevant government guidelines. You the client, by taking part, agree to follow any relevant government guidelines, which may include forfeiting your place on the trip at your own cost. Run the Wild will not be held liable for any participant contracting an infectious disease during a trip or any travel relating to the trip.

At Run the Wild we have appointed Simon James as COVID-19 Officer. Within this role a risk assessment has been completed, and will be updated, for all UK events with specific regard to COVID-19 and a COVID-19 action plan put in place, in addition to our standard risk assessments. Any updates to Government Guidance will be monitored, and procedures adjusted accordingly, and a COVID-19 secure environment will be maintained. All UK events are held in the outdoors with no requirement to be indoors at any time. All clients are asked to confirm they are exhibiting no symptoms prior to coming to a Run the Wild event, and are required to carry a vapour resistant face mask (checked on arrival), and hand gel. All participant contact details are recorded which can be shared upon request with the government's Test and Trace initiative. All guides carry a mask and hand sanitisers,

and have been briefed on COVID-19 protocols in case of an emergency situation where the administering of first aid is required. In line with England Athletics guidance, and the provision of a COVID-19 secure environment, groups will be limited to a maximum of 12 clients per run leader/coach or when relevant will reflect any changes to the guidelines. We typically operate at a much lower guide to client ratio than this limit. These precautions will enable the continued safe running of our trips, thank you.

What we ask of you, the client:

- Please do not attend any of our trips if you are displaying any COVID-19 symptoms, or if someone in your household is and requires you to self-isolate.
- Ensure you carry a vapour resistant face mask and personal alcohol-based hand gel, as you run.
- Please remain in your vehicle until you are asked to meet your run guide.
- Adhere to current social distancing guidelines before, during and after your run, with regards to other runners, and other trails users and members of the public.
- Good hygiene must be practised at all times. This includes bringing your own hand sanitiser, keeping the touching of gates to an absolute minimum, and a strict policy of no spitting while running.
- Please check your local government guidelines in regards to travel, public transport and overnight accommodation.

## SPECIFIC NOTE ON HEALTH RISKS ON THE TRAILS:

Running on trails, particularly on high mountain trails presents serious medical risks as well as being both mentally and physically exhausting. These can include but are not limited to, altitude sickness, hyperthermia, hypothermia, kidney failure, heart failure and dehydration. By enrolling on a Run the Wild holiday, you fully accept, understand and appreciate these risks as well as any potential health consequences. Preparing adequately physically and mentally for your adventure is mandatory. Please remember that you are responsible for your well-being during a Run the Wild holiday and be aware that these risks can evolve over the course of the holiday. We will endeavour to give you every possible chance of completing the challenge but at the same time you must understand your own limitations and not exceed them. If in the event a participant requires emergency evacuation then the participant assumes all financial obligations associated with that service, Run the Wild Limited is not responsible for any debts incurred. All participants are to ensure they have sufficient and suitable insurance for the event. Just some of the main health risks associated with trail running are shown below, several of which can lead to death but there are many others and you are advised to seek professional medical advice before taking part in any running event and ensure that you are aware of these risks.

### HEAT

*Heat illness and heat stroke (hyperthermia) are serious risks. They are potentially life-threatening conditions, leading to death, renal shutdown, as well as brain damage. It is vital that runners can recognise the symptoms of heat illness, which include but are not limited to nausea, vomiting, headache, dizziness, faintness, irritability, lassitude, weakness, and rapid heart rate. Heat stroke may be signalled by less sweating and goose bumps, it is particularly dangerous since initial minimal symptoms can quickly accelerate to collapse and death in a short period of time. Sufficient hydration and electrolyte intake is important for preventing the onset of heat illness.*

### HYDRATION SALTS

*Kidney failure is known to be a risk during endurance or ultra-running events. It is important that you have sufficiently trained and understood your body's hydration and electrolyte requirements pre, post and during the run, as well as pacing yourself correctly against your ability. We will not provide and ibuprofen or paracetamol as some research suggests that can contribute towards renal shutdown. Any medications you choose to take you are responsible for and choose to take entirely at your own risk. There is much evidence to show insufficient sodium and chloride as well as other essential salts including potassium and calcium can lead to hospitalisation and in some cases death. It is important for all participants to drink or eat foods that contain sufficient electrolytes / salts to replenish their loss during exercise, water alone is not sufficient. It is important to know the*

*symptoms which can include but are not limited to headache, bloating, nausea, cramp and confusion. One final note anti-diarrhoea tablets have been known to decrease the body's ability to absorb fluids and nutrients. Make sure you fully understand any medication you are taking.*

## **COLD**

*It is important that participants carry sufficient equipment to cope with the cold. A kit list is provided for your use but this should independently verified and adjusted to suit your individual needs. Mandatory kit is the absolute minimum you are required to run with. Running long distances depletes the body's natural reserves and reduces its ability to sustain a healthy, stable internal temperature. Temperatures in the valleys can vary significantly to the high mountain passes, add to this wind chill and air temperatures can plummet even on sunny summer days. It's important that you pack sufficient and adequate warm kit. Initial signs can include lethargy, mood swings, uncontrollable shivering, disorientation and confusion. Apart from warm clothing hypothermia can be prevented by sufficient hydration, nutrition and sleep.*

## **ALTITUDE**

*Some of the trails in the Alps reach around 3,000m and therefore could lead, combined with extreme exertion to altitude sickness. Run the Wild will attempt to ensure there is sufficient time for acclimatisation but acclimatisation ahead of the holiday and during the holiday is a participant's responsibility. You should understand and be able to recognise the symptoms of altitude sickness. Either of which can lead to pulmonary or cerebral edema and ultimately death. The main treatment is to descend rapidly to a lower altitude where the participant last felt well.*

## **FATIGUE**

*Fatigue can lead to disorientation and confusion, combined with other health risks can lead to a dangerous situation. Eating and hydrating correctly will help keep fatigue at bay as well as knowing your own limits. It's important to remain focussed especially given the natural hazards along trails, which frequently have steep sided paths and a fall could be fatal.*

## **BLISTERS**

*It's essential that you carry sufficient medical kit to deal with blisters, that you wear appropriate and comfortable trail shoes and have trained sufficiently for the holiday.*

## **BREAKS, SPRAINS & STRAINS**

*It's important to be aware of these conditions, falling or injuries from overuse are an ever-present danger on trails. Careful footing and using sufficient supports such as walking poles are highly recommended. Appreciate that there are many risks associated with uneven and steep ground. Trails are often very narrow and rutted, a fall could be lethal. Some part of the trail will be covered in snow, ice, loose rock, steps, mud and water, be prepared for all conditions and pay close attention to the hazards when using the trails.*

## **VEHICLES**

*None of the road crossings or level crossings are marshalled. Please take care when running on the road, wear clearly visible clothing and make absolutely certain it is safe to cross before crossing. All participants cross roads, run along roads or any other vehicle junction at their own risk.*

## **REMOTENESS**

*Most trails used by Run the Wild are predominantly inaccessible by motor vehicle. Having a fully charged mobile phone, staying as a team and having a whistle will reduce many risks but you need to be aware there is absolutely no assurance that emergency aid or rescue will arrive in time to give you effective assistance. It also mandatory that you carry a small compass and map of the route.*

## **WHAT TO DO IN A MEDICAL EMERGENCY**

*Speak to your Lead Runner. If you are on your own and cannot communicate with your Lead Runner call the emergency services (UK 999 / Europe 112), stating your name, location – ideally with GPS coordinates or nearby landmarks. Tell them what's wrong. Whilst waiting for medical assistance wear your warm clothing and lay out something bright to increase your visibility. A casualty should only be moved if they are in an unsafe position. Call the Event Director as soon as possible.*

## PERSONAL RISK

Run the Wild Limited maintains high professional standards of client care and safety. All Run Leaders on our Alps trips are qualified International Mountain Leaders, holding current first aid certificates. All Run Leaders on our UK trips are at least qualified Leaders in Running Fitness. In choosing to undertake activities in a mountain environment and by booking with Run the Wild, you accept and understand that these activities may pose a danger of personal injury or even death. All clients who have made payment and booked with Run the Wild are thereby declaring that they are aware of and accept these risks and will be responsible for their own actions and involvement in such activities.

## MEDIA

By agreeing to these Terms & Conditions you, the client grant permission to Run the Wild Limited and its affiliated sponsors to use photographs, motion pictures, recordings, data or any other record of your participation in the holiday for any legitimate purpose without remuneration. Run the Wild Limited shall ensure that appropriate security measures are in place to protect your personal data (as defined by the Data Protection Act 1998). When you make a booking, you consent to all the information you provide being passed on to suppliers, agents, sub-contractors, employees or volunteers whether based inside or outside the European Economic Area for the purpose of our providing you with the holiday.

## CLIENT CANCELLATION

If you wish to cancel you must notify Run the Wild Limited in writing, whereupon the following charges will be applied from the date they receive your notice of cancellation: More than 6 weeks (42 days) before start date - loss of deposit. Less than 6 weeks loss of full payment of the holiday.

## DUTY OF CARE

By booking you agree to abide by instructions and decisions made by the person leading the activity. Run the Wild Limited reserves the right to exclude individuals from an activity on the grounds of health or safety. Any individuals so excluded are not entitled to a refund. Any individual contravening the decisions or advice of the person leading the trip, including the Rules of Participation shown below, or undertaking independent activities not authorised during the activity, relinquishes the protection and duty of care of the person leading the activity for Run the Wild Limited.

## LEAVING A TRIP

It is understood that if you decide to voluntarily leave an activity Run the Wild Limited shall not be held liable for your safety, well-being or costs incurred following your departure from an activity.

## ACCOMMODATION

Hotel rooms and other accommodation is provided on a twin room sharing basis, and on some of the multi day routes in dormitory style accommodation. Please let us know if you would prefer a single room, and where possible we will arrange this, at an additional supplement.

## RULES FOR TAKING PART IN RTW EVENTS

1. Each runner, must remain as part of the team they are assigned to at the start of the event, unless handed over to a slower team if available and overseen by their Lead Runner or the Event Director.
2. Each runner must remain with their Lead Runner, if you don't you will be assumed lost and possibly removed from the rest of the holiday and search and rescue initiated for which you will be held financially responsible. If you lose your Lead Runner accidentally then use your whistle to attract attention or mobile phone.

3. If you suffer from an injury on route you will be either evacuated by the rescue services or for minor injuries met by a support vehicle if possible, at the nearest possible location. You will be taken to the medical services at your expense. RtW is not responsible for any costs incurred by an injury (ensure you have appropriate sports insurance). All Lead Runners are first aid trained.
4. Participants are expected to run as a team at all times, staying with the Lead Runner. If you are deemed too slow for the group you will be moved to a slower group where possible, or moved to the next check point or accommodation. If the Lead Runner deems you unfit to run the rest of your running itinerary will be cancelled. You will be responsible for any costs incurred from transportation, food or accommodation.
5. Participants are entirely responsible for their own safety. The Lead Runners are there to assist and where possible. Participants are required to get insurance for all mountainous itineraries (recommend Sportcoverdirect, Austrian Alpine Club, Snowcard, BMC). Hazards include but are not limited to steep narrow footpaths, rock slides, falling rocks, road crossings, river crossings, level crossings and all other hazards of the trail. Runners must be capable of self-sufficiency, confident of running alone at night on technical trails and sufficiently trained to cover the distance presented.
6. Mandatory kit is mandatory and it will be checked at the beginning of each day. See kit list in your booking pack.
7. Participants must fully disclose medical information, running ability and experience at the time of booking and inform any changes to Run the Wild as soon as possible.
8. No one is allowed to take drugs during the holiday.
9. There is to be no littering of any kind on the route. Please respect the trails, the people who use them and who live around them. We want to share these routes for generations to come. Please be courteous to other users. Respect footpaths and ensure all gates are closed after you on route.
10. Minimum age is 16yrs old, if under 16 you must be accompanied by your parent or guardian.
11. Non-registered participants are not allowed to follow the group.
12. The Event Director and Lead Runner retains the right to cancel or change the route at short notice due to weather, route disruptions or other unforeseen emergency situations.
13. If the Lead Runner or Event Director deems you unfit to run, you will not be allowed to continue. You will either be transported to that night's accommodation or to a place where you can get ongoing transport. This will be at your own cost.
14. No one is allowed to run with headphones. This is to ensure that you are fully aware of the surroundings and also any instructions from your Lead Runner.

If you break any of the above rules then the Lead Runner or Event Director reserve the right to cancel your holiday with no refund and you will be responsible for securing your own transport back home.