

THE OUTWARD BOUND TRUST

RUSTY RALLY – GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all people participating in The Outward Bound Trust (registered charity no: 1128090) (“**Outward Bound**”) Rusty Rally motoring event (“**Rusty Rally**”). By participating in the Rusty Rally, each participant (“**Participant**”) agrees to and accepts these terms and conditions.

1. General

- 1.1. Information provided on the Rusty Rally website forms part of these terms and conditions. To the extent there is any inconsistency between the information on the website and these terms and condition, these terms shall prevail.
- 1.2. If any Participant fails to comply with these terms and conditions, Outward Bound reserves the right to prevent that Participant from participating in the relevant Rusty Rally.
- 1.3. Any reference in these terms and conditions to a team shall include that team’s Participants and each Participant is responsible for their team’s compliance with these terms.
- 1.4. Outward Bound reserves the right to modify these terms and conditions and will endeavour to give reasonable notice to each Participant of any modification.

2. Entry

- 2.1. A registration fee (“**Registration Fee**”) of £250 per Participant is payable by each team upon a booking being made.
- 2.2. The Registration Fee must, unless otherwise agreed by Outward Bound, be paid in full at the time of booking as follows:
 - 2.2.1. Bank transfer; or
 - 2.2.2. PayPal
- 2.3. Each Participant’s place on the Rusty Rally will be confirmed upon receipt of the Registration Fee by Outward Bound.
- 2.4. You may cancel your booking in the Rusty Rally provided this is within 14 days of your booking being made. In the event of cancellation Outward Bound may deduct any costs already incurred on a Participant’s behalf.
- 2.5. Changes may be made to an individual team’s Participants up to 4 weeks prior to the relevant Rusty Rally without extra charge. Any changes after this date will be at the discretion of Outward Bound and may incur additional charges.
- 2.6. If any team wishes to add additional Participants after initial registration, Outward Bound will try to accommodate all reasonable requests but the addition of such additional Participants will always be subject to availability and payment of a further Registration Fee.
- 2.7. Acceptance of a Participant’s entry into Rusty Rally is at the sole discretion of Outward Bound.

3. Fundraising

- 3.1. To enter the Rusty Rally, each team must also raise, or pledge to donate, a minimum of £10,000 to Outward Bound (“**Fundraising Amount**”). It is recommended the Fundraising Amount is raised in full prior to the start of the relevant Rusty Rally.
- 3.2. Each Participant acknowledges that there are significant costs in organising the Rusty Rally and a proportion of the Fundraising Amount will be used by Outward Bound to cover the costs of the Rusty Rally subject to Outward Bound’s usual fundraising procedures.
- 3.3. Each Participant must at all times when raising the Fundraising Amount comply with any fundraising guidance given by Outward Bound.
- 3.4. If a team breaks down during the Rusty Rally or is removed from the Rusty Rally through a breach of these terms and conditions, Outward Bound may retain the Fundraising Amount.

4. The vehicles

- 4.1. Each team is, unless agreed at the time of booking by Outward Bound, permitted to enter only one vehicle which should cost, or be valued at £500 or less.
- 4.2. Vehicles may be modified or customised, provided it is in the spirit of the event and any modifications are road legal and declared to the team’s motor insurance company.
- 4.3. Only cars may be entered into the Rusty Rally and Outward Bound will not accept the entry of any other vehicles (including buses, commercial vehicles, vans and motorcycles).
- 4.4. Each vehicle must hold a valid MOT certificate in order to enter the Rusty Rally.
- 4.5. It is the responsibility of each Participant to ensure that the team’s vehicle is legally allowed to be driven in the countries the Rusty Rally will be passing through. Some countries may require additional taxes to be paid prior to, or on, entry and it is the Participants’ responsibility to ensure that these are paid.
- 4.6. Each Participant must ensure they have adequate motor insurance for their vehicle including cover for the countries the Rusty Rally will be passing through.
- 4.7. It is a condition of entry into the Rusty Rally that teams provide a copy of the relevant motor insurance certificate and by entering each Participant also confirm that:
 - 4.7.1. All vehicle modifications have been declared to the vehicle’s insurance company;
 - 4.7.2. There are no matters which may affect the validity of the vehicle’s insurance.

5. The teams

- 5.1. The maximum number of Participants in each team shall be the lesser of: 4; or the number of passengers who may safely travel in a team’s chosen vehicle.
- 5.2. Each team must have a minimum of two Participants who are over the age of 18 at the date of commencement of the relevant Rusty Rally and all drivers must be over the age of 25.
- 5.3. In order to participate in the Rusty Rally, all Participants must provide details of appropriate travel insurance cover for the territories the relevant Rusty Rally passes through.

6. Sponsorship and intellectual property

- 6.1. Teams may display their own sponsorship materials on their vehicles subject to the right of Outward Bound to determine the size and location of any sponsorship materials. Additionally, Outward Bound may request that sponsorship materials are not displayed if, in the opinion of Outward Bound, they do not comply with Outward Bound's principles (including any materials which are offensive or vulgar) or may breach any obligations Outward Bound has to third parties.
- 6.2. Teams may be asked to allow sponsorship materials (including but not limited to decals and advertising) from third party sponsors to be attached to their vehicle by Outward Bound. Teams may not cover or remove these stickers and they must be placed in accordance with Outward Bound's guidance.
- 6.3. Each Participant agrees that Outward Bound may record or take photographs, sound recordings and video footage of the Rusty Rally ("**Content**") and by participating in the Rusty Rally hereby consent to appearing in such Content and assign to Outward Bound absolutely with full title guarantee all existing and future rights in such Content and all consents necessary to enable Outward Bound to make the fullest use of the Content without payment, liability or acknowledgement to you.
- 6.4. Each Participant agrees that any Content produced by that Participant may only be used by that Participant for non-commercial purposes.
- 6.5. The Outward Bound logo and Rusty Rally logo and any other trade marks belonging to Outward Bound may only be used on materials produced by Participants with the prior written permission of Outward Bound.

7. The Rusty Rally

- 7.1. The Rusty Rally is not a race or a competition. Any form of racing or time-keeping is strictly forbidden and Participants must not compete in any manner with other Participants.
- 7.2. It is forbidden to make contact with other vehicles whilst taking part in Rusty Rally and Participants must not damage any other vehicles participating in Rusty Rally.
- 7.3. It is the responsibility of all Participants to ensure that they comply with the laws and regulations of the territories the Rusty Rally takes place in and must drive with courtesy and respect to other Participants and members of the public at all times.
- 7.4. Participants must not drive under the influence of alcohol or drugs and each vehicle must contain a European travel kit and breathalyser.
- 7.5. Participants must not drive if their ability to do so is impaired through tiredness, illness or any other condition. No driver may drive for more than 8 hours in any day and it is recommended that a break of at least 15 minutes is taken for every 2 hours of driving.
- 7.6. Outward Bound will provide limited vehicle support for the duration of Rusty Rally. Outward Bound will provide two mechanics and a recovery truck to cover all participating vehicles and will only have limited parts. It is each team's responsibility to ensure that they carry the appropriate spare parts for the vehicle they are participating in and it is strongly recommended that the vehicle has adequate breakdown cover for the countries Rusty Rally will be passing through.
- 7.7. After the Rusty Rally finishes, Outward Bound will not be responsible for any Participant's onward travel or return to the United Kingdom.
- 7.8. It is the responsibility of each Participant to ensure that necessary arrangements for the return of the team's vehicle back to the United Kingdom have been made.

- 7.9. In the event a team does not wish for a vehicle to be returned to the United Kingdom, it is the responsibility of each Participant in that team to ensure that it is disposed of correctly and in accordance with any local laws.
- 7.10. Outward Bound reserves the right to make any changes to the route or itinerary of the relevant Rusty Rally.
- 7.11. At least one Participant from each team must be present at any rally briefings which Outward Bound may give.

8. Costs

- 8.1. Each Participant is responsible for all costs associated with entry and participation in the Rusty Rally except as otherwise provided for in these terms and conditions.
- 8.2. Outward Bound will provide accommodation for Participants according to the relevant Rusty Rally itinerary. The choice of accommodation is at the discretion of Outward Bound and Outward Bound will not be responsible for any food or drink costs except as provided for in any itinerary.

9. Personal information

- 9.1. Outward Bound may use any personal information provided by Participants to:
 - 9.1.1. enable the Participant to participate in the Rusty Rally;
 - 9.1.2. to provide updates on the Rusty Rally and any future fundraising events organised by Outward Bound; and
 - 9.1.3. to process any payments in relation to Rusty Rally.
- 9.2. Outward Bound may pass your personal information to third parties to the minimum extent necessary to enable each Participant's participation in the Rusty Rally (including but not limited to third party accommodation providers)

10. Liability

- 10.1. Nothing in these terms and conditions shall limit or exclude Outward Bound's liability for:
 - 10.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 10.1.2. fraud or fraudulent misrepresentation; or
 - 10.1.3. any terms implied by statute or any other liability which cannot be limited or excluded by applicable law.
- 10.2. Subject to clause 10.1, Outward Bound shall not be liable to the Participant, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms and condition or in relation to the Rusty Rally for:
 - 10.2.1. death or personal injury;
 - 10.2.2. loss of profits;
 - 10.2.3. loss of sales or business;
 - 10.2.4. loss of agreements or contracts;
 - 10.2.5. loss of anticipated savings;
 - 10.2.6. loss of use or corruption of software, data or information;
 - 10.2.7. loss of damage to goodwill; and
 - 10.2.8. any indirect or consequential loss.

11. Force majeure

11.1. Outward Bound shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control.

12. Third party rights

12.1. These terms and conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term contained herein.

13. Governing law and jurisdiction

13.1. These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.2. Each Participant 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 these terms and conditions or their subject matter or formation.