



THE
ADVENTURE
ELEMENT

QUOTE
ULLSWATER WAY 2026



BEN KEEN
Director



CHRIS FORECAST
Events Manager

OUR EXPERIENCE MAKES YOURS A BETTER ONE.

The Adventure Element are proud to stand as a lead provider of event management and adventures. From concept to delivery, we focus on safety and professionalism to ensure the best possible service.

Our detailed planning and delivery service ensures you will feel confident that you're in safe hands.

We are delighted to issue you with a quote for your event in Ullswater and hope to continue to develop your event portfolio going forward. .



Meticulous planning
with eye for detail.



The best
equipment made
available.



3 decades of
adventure event
experience.



For Charities,
Corporates and
Schools.

CLIENT	
EVENT	Ullswater Way
PARTICIPANTS	50 plus, <i>participants above 50 will be dependent on hotel availability</i>
DURATION	1 day / 1 night
EVENT DATE	18th - 19th September 2026
LOCATION	Ullswater (Penrith)
OVERVIEW	<p>Participants will arrive on Friday night into Penrith which has good rail access and close proximity to the M6. Upon arrival at a hotel participants will receive an evening meal followed by an event briefing conducted by the event director.</p> <p>Saturday morning participants will receive breakfast from the hotel before boarding a coach taking them to the start of the walk in Patterdale. Participants will be given a packed lunch before setting off on the first days guided walk (1:10) from Patterdale to Pooley Bridge approx. 20km with 900m of ascent. At Pooley Bridge participants will the trek and be transferred back to Penrith for their onward journeys.</p> <p>Many consider Ullswater to be the hidden gem of the Lake District and as the most beautiful of the English Lakes. It is pure and tranquil and relatively unspoilt by the tourism and commercialism that blights many other Lake District towns.</p> <p>Ullswater is the second largest lake in the Lake District, approximately 9 miles long, $\frac{3}{4}$ of a mile wide and nearly 200 feet deep. For this itinerary participants will walk the remote Eastern shore from its southerly tip to its northern post point. The route will stray slightly from the Ullswater Way to take in the summit of High Dodd and Askham Fell which offer panoramic views of the lake.</p>



HIKE OVERVIEW



20km / 12.5miles



820m / 2,689ft



8 - 9hrs



Click for
STRAVA



EVENT	PROGRAMME MANAGEMENT FEE	COST PER PARTICIPANT	ADDITIONAL PARTICIPANT FEE
ULLSWATER WAY	£12,750	£255	£255
REP PLACE	1 rep included for every 25 participants at the reduced rate shown.		£140
ACTIVITY ONLY	Should a participant wish to source their own accommodation their place will be refunded the accommodation cost @ £75pp.		
SINGLE ROOM SUPPLEMENT	Should a participant request their own room then a supplement of £75 will be applied. There are 12 twin rooms available at the Hotel, participants booking on after these rooms have been allocated will have to be in a double room sharing or pay the supplement for a single occupancy.		

VAT

All prices above are subject to VAT.

PROGRAMME MANAGEMENT FEE

The Programme Management Fee for all the above events includes 50 participant places, each participant above the 50 will be subject to an additional charge outlined above.

The fee is based on a twin share accommodation. Any participants wanting a single room will need to pay a supplement, this will be subject to availability at the cost shown.

Should the client not reach 50 participants they will be refunded the accommodation cost only.

DEPOSITS AND PAYMENTS

To secure our services a 25% deposit is required. Stage payments after this can be found on the service providers agreement below.

PRE-EVENT

EVENT CONCEPTION	Research into location of hubs, routes and equipment and enquiries into permissions from local stakeholders.	✓
SITE VISITS & RECCE'S	Recce's to develop the itinerary and to risk assess the activity phases of the event. Take photos and create copy for client to promote the event.	✓
CLOSE LIAISON WITH CLIENT	Events Manager available by email and phone. Throughout the planning and pre-event process.	✓
SERVICE PROVIDERS AGREEMENT	Formalises the relationship between The Adventure Element and The Client.	✓
LIAISON WITH 3RD PARTY PROVIDERS / LANDOWNERS	Will ensure all permissions and licences are agreed and in place in time before event.	✓
LANDOWNER PERMISSIONS AND FEES	To cover licences and land use fees and voluntary donations.	✓
CREATION OF DETAILED EVENT OPERATIONAL PLAN	Highly detailed operational plan which will detail the precise workings and timings of the event, with contingency plans and detailed risk assessments. This will be sent to all event staff, stakeholders and the client.	✓
CREATION OF DETAILED EVENT GUIDE	Event guide provided in PDF format to be distributed to participants prior to event. Clients logos can be sent ahead of creation to be included in the documentation.	✓
SAFETY INFORMATION	The Adventure Element will create informative video pieces to further expand on the event guide. These will be shared with the client for distribution via email to participants.	✓
CREATION OF REGISTRATION PACKS	Creation of registration packs including printed maps. These can be created with The Clients branding.	✓
USE OF THE ADVENTURE ELEMENT BOOKING SYSTEM	Use of The Adventure Elements website to take booking and payments and to manage the participant journey.	✗

SAFETY MANAGEMENT

RISK ASSESSMENTS	Provided for each element of the event, written by Phase leads and event director. To include any route notes required for phase.	✓
TRACKING DEVICE PER TEAM + ONLINE TRACKING PLATFORM.	GSM trackers based on mobile phone signal + professional tracker app and web page with event branding. Link to be supplied in the event guide for participants to share and embed into their Just Giving pages.	✗
FIRST AID AND SAFETY COVER	Most event staff and all technical event marshals will be first aid trained for the environment they are operating in.	✓
RADIO NETWORK FOR STAFF	Radios will assist with the smooth delivery of the event + aid in any emergency.	✓
CREATION OF EMERGENCY ACTION PLANS	To include minor accidents and major crisis management.	✓
PUBLIC LIABILITY INSURANCE £5M	Available to view on request.	✓

STAFFING

EVENT DIRECTOR	Assigned to the event at conception stage, and will work with The Client throughout the process. Will conduct review post-event and feedback to client.	✓
PHASE LEADS	Highly experienced professionals of their activity phase. Phase leads will take overall charge of their activity phase and will manage their assigned staff team.	✓
EVENT STAFF	Chosen for their experience and participant management skills. Qualified in their field and first aid qualified.	✓
PROFESSIONAL PHOTOGRAPHER	Photographer to capture the event will be with the team all day. Photos supplied online post-event.	✗
PROFESSIONAL VIDEOGRAPHER	Photographer to capture the event will be with the team all day. A short day summary will be shown each evening as well as an event video supplied post event.	✗

INCLUSIONS

EVENT DELIVERY

ROUTE MARKING	Route marking of all three phases on day before event, which include a final risk assessment of the route. Any amendments will be feedback to the Event Director and onto the teams.	✗
REGISTRATION	Allotted time for Event Registration delivered the evening prior to the event by Event Director and Hub Staff.	✓
PRE-EVENT SET UP AND PACK DOWN	1 x Event Director and adequate staff to set up and pack down the event.	✓
'ON THE DAY' DELIVERY AND LOGISTICS	The Adventure Element staff to manage and control the event. Event Director to liaise with The Client ensuring they are informed of key decisions, incidents and timings.	✓

EQUIPMENT

VEHICLE SUPPORT	Vehicles will be available throughout the event to assist in an incident and to transport transition equipment where necessary.	✓
TRANSFERS	Coach transfers from the accommodation to the start and a return transfer from the finish to the hotel.	✓

ACCOMMODATION AND CATERING

ACCOMMODATION	Quoted price is for a twin share in Penrith for Friday night only. The hotel has 12 twin rooms, once these are booked participants will have to either share a double room or pay for a single single with a surcharge of £75.	✓
BREAKFAST	Cooked and continental buffet breakfast provided by the accommodation.	✓
PACKED LUNCH	Large filled baguette or roll, tray bake, fruit and snacks. This will be made available in the morning for the participants to take with them. Dietary requirements will be catered for and clearly displayed.	✓
BUFFET LUNCH	Buffet lunch consisting of cold cuts, sandwiches, salads and hot soup. Made available at the half way point of both days. Additional cost of £15pppd	✗
FEED STATION	Snacks and water supplied during the event.	✓
CELEBRATION DRINK	1 alcoholic or soft drink per participant available with dinner from the bar.	✓
DINNER	Provided Friday for all participants.	✓

CHARITY REP PLACES

ACCOMMODATION	The charity will be billed a reduced rate for their staff which covers their accommodation on a DBB basis. This will be at a cost of £140per rep.	✓
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PAYMENT SCHEDULE



STAGE PAYMENT AMOUNTS & DATES

STAGE	DESCRIPTION	AMOUNT	DUE DATE
STAGE 1	Deposit of Programme Management Fee Secures the Programme, date and covers work already carried out in the initial set-up of the Programme.	£3,187.50*	UPON RECEIPT
STAGE 2	Programme Mangement Fee 0 - 50 Participants 16 weeks, prior to commencement of the programme or upon reaching minimum participant levels, whichever is reached first.	£9,562.50	29TH MAY 2026
PROGRAMME MANAGEMENT FEE TOTAL		£12,750.00	
STAGE 3	Additional Participants Fee 51+ participants per head cost 8 weeks prior to commencement Participation numbers up to the agreed maximum.	£255.00pp	24TH JUL 2026
EVENT DATE: 5TH SEPTEMBER 2026			
STAGE 4	Post Event To cover participants booking after the stage 3 payment and any additional costs incurred, not included in the programme management fee.	TBC	25TH SEP 2026

all prices are subject to VAT

**Deposit invoices are non refundable as per the terms of the Service Providers Agreement.*

SERVICE PROVIDERS AGREEMENT



BETWEEN:

The Adventure Element Limited

Of: **Unit 2, Aldby Farm, Dacre, Penrith, Cumbria CA11 0HN**

registered in England as Company No. 09103989.

hereafter referred to as the “**The Company**” and

Myeloma UK

Of: **22 Logie Mill, Beaverbank Business Park, Edinburgh, EH7 4HG**

Registered charity No. SC026116

hereafter referred to as the “**The Client**”

Collectively known as the “**Parties**”

TERMS AND PROGRAMME TITLE

Programme Name:	Ullswater Way 2026
Programme Date:	18th - 19th September 2026
No. Years:	1
Agreement Expiry:	20th September 2026

DEFINITIONS:

In this Agreement the following words shall have the following meanings:

“**Agreement**” means the contract made between The Client and The Company.

“**Programme Management Fee**” means the Fee The Company will charge The Client for providing the Services as outlined in the Official Quote.

“**Additional Participant Fee**” Means the Fee charged per head (ph) over the minimum Participant level covered in the Programme Management Fee as detailed in the Official Quote.

“**Services**” means the Services to be provided by The Company, as described in the Official Quote.

“**Programme(s)**” means the product sold by The Company to The Client; the expedition, event, or package upon which The Company will be providing Services.

“**Service Providers Agreement (SPA)**” means the document provided by The Company to The Client that details the Services within the Programmes and the final Programme Management Fee. There may be amendments agreed between the Parties within the Term of this Agreement.

“**Event Director**” means The Company’s representative whose role it is to be the direct liaison between The Company and The Client. They will provide the logistical and Management support for the delivery of the Programme.

“**Participants**” means each and every person participating in the Programme.

“**The Company**” Is a privately owned Limited entity specialising in the delivery of challenge events, expeditions, and adventures.

“**The Client**” An organisation who wishes to complete a Programme.

“**Sub-Contractor**” means a 3rd party provider engaged by the The Company to deliver Services for the benefit of the Programme.

“**Term**” means the period from the date of this Agreement to the date of expiry.

“**Post Programme Report**” means the report on the Programme which is completed by The Company, on completion of the Programme.

“**Confidential Information**” For the purposes of this Agreement, Confidential Information shall include: information relating to The Company’s Programmes, clients and prospective clients; business methods; business plans; finances; business opportunities and development projects of The Company; trade secrets including designs or inventions belonging to The Company; all or any information relating to the marketing or sales of any past, present or projected product or service of The Company; and any information in respect of which The Company owes an obligation of confidentiality to a third party.

“Data Protection Legislation” means the Data Protection Act 2008, the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 2018. “data controller”, “data processor”, “personal data” and “data subject” shall each have the meanings as defined in the Data Protection Legislation.

1. RELATIONSHIP

1. The Company is not an agent of The Client for the purpose of this Agreement.
2. The Client authorises The Company to organise the Programme on their behalf in accordance with the Terms of this.
3. Both parties agree to devote such of their time, attention and abilities as may be necessary for the proper exercise of their duties, to ensure that the Services are carried out with reasonable diligence, competency, and to the best of The Company's abilities; and in keeping with this Agreement and as set out in the Official Quote and every Participant gains the maximum value from the Programme.
4. Both parties will use utmost good faith and diligence in the performance of their obligations under this Agreement and will act in the proper and fitting manner throughout the Term so that at no time shall The Company and / or The Client be called to account by a Participant for improper behaviour or practices.
5. The Client is responsible for managing and developing the relationship/ supporter journey with the Participants. On the request of The Client, The Company will provide support and advice to the Participants and both Parties will encourage both future individuals, and possibly corporate support for The Client.

2. OBLIGATIONS OF THE COMPANY

1. The Company will observe all rules of law bye-laws and regulations relevant to the Programme and the Charities Act 2022 and the regulations made thereunder.
2. The Company will treat as confidential all information concerning The Client which it acquires in consequence of or in connection with this Agreement or the Programme.
3. The Company undertakes to abide at all times with Data Protection Legislation and all relevant legislation and regulations in relation to the discharge by it of its obligations under this Agreement.
4. The Company undertakes to provide all Health & Safety reporting, including but not limited to: a detailed Programme / Operations Plan (a first draft is to be received no later than 4 weeks before the event); Risk assessments and Programme briefing / Presentation, no later than 1 week before the date of the event.
5. The Company will ensure it and its suppliers / Sub-Contractors are covered by Public Liability insurance to a minimum value of £5m in respect of the Programme.
6. The Company shall provide a Post-Programme Report outlining areas for improvements and considerations. This will be supplied within 14 days of the Programme completion date.
7. If any Participant:
 - Is injured during the Programme;
 - Raises a complaint about any aspect of the Programme;
 - Injures or causes damage to a third party during the Programme.

The Company will notify The Client, and vice-versa as soon as practicable and send a full written report of the incident at the earliest opportunity.

8. The Report will include:
 - The names and addresses of all persons who may be witnesses to the incident, or the events which preceded it;
 - The details of the incident itself according to any witnesses; and
 - The actions of the Leader / Company / Client immediately before, during and after the incident.
9. The Company will provide complete Programme Management to include: Route creation, organisation and planning; recruitment of staff and Safety Management, along with all Services approved by The Client and as detailed in the Official Quote.

3. OBLIGATIONS OF THE CLIENT

1. The Client will use its best endeavours to co-operate with and assist The Company in performing The Company's obligations under this Agreement. The Client will supply to The Company copies of such documents and such other materials belonging to The Client as will enable The Company to perform its obligations under this Agreement.
2. The Client informs all participants that The Company (The Adventure Element Ltd) are the delivery partner for their Programme.
3. The Client authorises The Company to publish or disclose to other clients of The Company, The Company's contribution to the Programme and details of the success of the Programme.
4. 3 weeks before the commencement of the Programme, The Client will supply The Company, with the permission from the Participant, a 'Participant Personal Data import'. This will include, but not exclusive to their full names, dates of birth, contact numbers, email addresses, emergency contact details, medical information and dietary details. Any changes after such date, The Client will provide updates as and when received for the master document with data to be updated by The Company.
5. As Participants register for the Programme, The Client will flag to The Company on a regular basis any medical conditions, they are aware of, that may hinder the Participant in completing the Programme and requires additional assessment by The Company. The Client will be made aware that their personal data will be shared with The Company and The Company undertakes responsibility to screen the Participant medical information and assess their ability to take part in the event.

4. HEALTH & SAFETY

The Company will comply with all reasonable standards of Health and Safety and comply with all relevant legislation and The Company's health and safety procedures. The Company shall inform The Client at the earliest opportunity of any relevant changes to Risk Assessment, or Programme delivery plans.

The Company reserves the right to refuse entry on to the Programme of a Participant, based on their medical declaration, if it is felt any medical condition will compromise the Participants personal safety, or the safety of other Participants.

All Participants are to be aged 16 or over on the day of the Programme. 16-17yr olds may participate in the Programme, with the Agreement of, and when always accompanied by a parent or guardian. The company will permit 14 - 16yr olds but only upon discussion with their guardian to asses their ability prior to booking. The company shall not permit any participants under the age of 14 under any circumstance.

Programme Reconnaissance

1. The Company will carry out a full reconnaissance of the routes, and variable route options to be used prior to the delivery of the Programme. Additionally, a 'route check' will be completed in the days leading up to, and not excluding the day of the event.
2. When a Sub-Contractor is used, they should accompany The Company's staff on the reconnaissance. If this is not practicable, the Sub-Contractor may complete the reconnaissance and provide written evidence of their findings.

Risk Assessments

1. The Company is responsible for creating, or ensuring Risk Assessments are in place and are in-line with current Health and Safety Legislation. These will be provided to The Client in a written format at least two weeks to the delivery of the Programme.
2. Where a Sub-Contractor is used for delivery, The Company will ensure that all risk assessments have been carried out and are in place.
3. Risk Assessments will be reviewed and updated following any reconnaissance.

5. REMUNERATION AND PAYMENT TERMS

In return for the Services provided under this Agreement, The Company is entitled to a Programme Management Fee to ensure the programme is viable and can be delivered. The payment terms are as follows:

STAGE 1 Payment - Deposit

Upon agreement of the Programme between both Parties a non-refundable 25% deposit of the Programme Management Fee shall be paid to The Company to secure the Programme, Programme date and to cover any work already carried out in the initial set-up of the Programme. The 25% deposit amount will be based on the current years price.

STAGE 2 Payment – Programme Management Fee

16 weeks, prior to commencement of the Programme or upon reaching minimum Participant levels, whichever is reached first, the remainder of the Programme Management Fee is to be paid.

Following this payment, refunds will not be issued for any Participant / team cancellations.

NOTE: Following payment of the Programme Management, The Client is to keep The Company informed of Participant levels on a weekly basis.

STAGE 3 Payment – Additional Participants Fee

The Client may increase Participation levels up to the agreed maximum.

An invoice will be raised at 8 weeks prior to the commencement of the Programme for the 'Additional Participants Fee'.

Following this payment, refunds will not be issued for any Participant / team cancellations.

STAGE 4 Payment – Post-Event

To cover any additional costs incurred, not included in the Event Management Fee or for any Participants joining the Programme who were not included in the Stage 3 payment – Final Payment.

6. ANNUAL PRICING REVIEW - MULTI-YEAR

1. The Programme Management Fee, and Additional Participants Fee will be subject to a detailed annual and/or post-event review to be applied for the following year's delivery.
2. Annual cost will be adjusted as a reflection of increases in inflation. If inflation is less than 5% the annual price rise will not exceed 5%.
3. The Official Quote is only valid for the Programme, inclusions and location detailed in its content. The Client may wish to change these elements, for which a new Official Quote will be created.

7. PROGRAMME CANCELLATION

1. In the event of the programme being cancelled by The Company all monies are 100% refundable. The Company cannot be held responsible for any costs or losses incurred by The Client.
An exception to this will be cancellation due to Force Majeure under Clause 7. In this event, the Client will be liable to pay The Company a fee equating to the 25% deposit and additional interim payments to cover any costs already incurred. In the event of The Client cancelling and withdrawing from the Programme in its entirety (for any reason whatsoever), the following shall apply:

Deposit

Deposits are non-refundable.

Following Stages 2 or 3 payments:

Cancellation between 16 and 8 weeks before commencement date of programme:

- Refund of monies minus 40%

Cancellation between 8 and 6 weeks before commencement date of programme:

- Refund of monies minus 50%

Cancellation between 6 and 4 weeks before commencement date of programme:

- Refund of monies minus 70%

Cancellation within 4 weeks before commencement date of Programme:

- No refunds.

8. LIABILITY

1. The Company will provide the Programme using reasonable skill and care.
2. The Company gives no warranty as to the success or otherwise of the Programme, as this can be dependent on external factors over which The Company has no control, including, but not limited to, weather or hill/mountain conditions, the consequences of strikes, industrial action, wars, riots, sickness, pandemic, quarantine, government intervention, or other untoward occurrences.
3. The Company indemnifies The Client against any costs, claims, loss, or liability that might be made against The Client as a result of any breach of the terms of this Agreement by The Company, its employees or suppliers save where The Client is solely to blame for the occurrence.

Sub-Contractors

1. The Company reserves the right to use the Services of a Sub-Contractor to assist in the delivery of the Programme. In such cases The Company and Sub-Contractor will enter into a Sub-Contractors Agreement. Details of the Agreement are available from The Company.
2. The Company will not dissolve their responsibility for the delivery of the Programme in any way when using the Services of a Sub-Contractor.

Force Majeure

If either party is prevented or materially hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event, then the affected party's obligations under this contract shall be suspended for so long as the Force Majeure Event continues to prevent or materially hinder or delay performance.

As soon as reasonably possible, the affected party will notify the other party in writing and inform them of the Force Majeure Event and the implications on The Programme.

The affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event

For the purposes of this clause, a 'Force Majeure Event' means any event beyond the reasonable control of the Affected Party, the consequences of which could not have been avoided even if all reasonable measures had been taken by that party including, without limitation, industrial action, a pandemic, actual or threatened acts of terrorism, natural disaster, war, riot, civil commotion, malicious damage, fire, flood and exceptional weather conditions.

The liability of The Company to The Client is limited to the Programme Management Fee.

9. AMENDMENTS

No Amendments or additions to this Agreement may be made without the written consent of both Parties.

10. INTELLECTUAL PROPERTY RIGHTS

1. All Intellectual Property discovered or created by The Company while providing the Services for The Client shall remain the absolute property of The Company, unless otherwise agreed in writing by The Company. This is to include, but not exclusive to; routes, Resource Providers, branding (unless exclusively created and owned by the Client), image, operational documents produced for participants and stakeholders.
2. If The Client are to terminate this Agreement and use a new provider for the delivery of this Programme in the future, The Client shall use different suppliers, staff, operational plans, and routes unless an Agreement can be made between The Company and The Client. In this event, The Company will be reimbursed for the work undertaken for the Programme creation, unless The Client has already paid for the Programme creation and reconnaissance. Any associated costs and charges are to be discussed and negotiated.
3. The Company retains the rights to use the format of the event with other clients should they wish to. This will be done without hinderance from The Client.
4. The programme name and any associated intellectual rights associated to the name remains the property of The Client unless the Programme name was initially created by The Company.

11. PHOTOGRAPHY & FILMING

The Parties may take photographs and film (hereafter referred to as Images) of Participants as follows:

1. Only with their permission. This permission is to be sought by The Client at the time of Participant registration.
2. That The Client informs Participants that Images of them may be used within, for example, Social Media postings, for marketing purposes, in print and online in perpetuity by both parties.

Copyright and ownership of photography and filming

1. The copyright of The Company's or Client's photographs and film (hereafter referred to as "Work") shall be and shall remain the exclusive property of the owner. However, the Work will be shared between the parties in this Agreement for their use under the guidelines therein.
2. The Parties hereby grant and assign exclusive rights to publish, print, advertise, modify, or otherwise utilise the Work in any form for the purpose of the owners Programme.
3. Where Work could be used for promotional purposes e.g. website, social media or adverts to promote a Programme which could be deemed as competition for the owner of the Work, the explicit written permission must be sought by the other Party.

12. SOCIAL MEDIA

Both Parties may use photographs or videos taken whilst delivering the Services within their own Social Media accounts / channels, on the condition that:

1. Both Parties will endeavour to acknowledge each other where appropriate.
2. Any views expressed are their own and not those of the other party.
3. Act in best interests of each party, and not do anything that may put the other party's reputation at risk.
4. Use good judgement when making public comments.

13. DATA PROTECTION

Both parties will comply with all applicable requirements of the Data Protection Legislation in all material respects. This Clause is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, The Client is the data controller, and The Company is a data processor. Schedule 3 & 4 sets out the scope, nature, and purpose of processing by The Client, the duration of the processing and the types of personal data and categories of data subject.

The Client will ensure that it has all necessary appropriate consents and notices are in place to enable lawful transfer of the personal data to The Company for the duration and purposes of this Agreement.

The Company will ensure that they have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

The Company will ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

- not transfer any personal data outside of the European Economic Area.
- assist The Company in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify The Client without undue delay, and within 72 hours, on becoming aware of a personal data breach;
- maintain complete and accurate records and information to demonstrate their compliance.

Both parties agree to comply with all applicable Data Protection Legislation, including but not limited to GDPR 2018 and any amendments thereafter, and The Company's / Client own Data Privacy Policy. Failure to do so may result in the immediate Termination of this Agreement.

The Client states to their Participants that their personal data will be shared with The Company for administration purposes as part of its contract with registrants.

14. COMPLAINTS

1. If The Client, or their Participants have cause for complaint during this Service Providers Agreement, the guidance for handling complaints is set out in The Company's Complaints Procedure (appendix 1)
2. The Terms and Conditions of all Agreements made with The Company shall be subject to, and governed by, English Law alone. Any disputes or claims are to be decided by the English Courts, and subject to English Law alone.

15. TERMINATION OF AGREEMENT

1. This Agreement shall terminate on conclusion of the Services as outlined at the top of the Agreement.
2. The Parties agree that they may terminate this Agreement forthwith, and with immediate effect, without any payment, if either party:
 - 4.1. Are in breach of any obligation under this Agreement.
 - 4.2. Commit any serious or persistent breach of any of their obligations hereunder at any time during the Term.
 - 4.3. Be guilty of fraud, dishonesty or serious misconduct.
 - 4.4. Be guilty of conduct or a course of conduct or be convicted of a criminal offence which may tend to bring either party into disrepute.
 - 4.5. Have a bankruptcy order made against them.
 - 4.6. Doing any action manifestly prejudicial to the interests of either party which may, in the opinion of others, bring either party into disrepute.
3. Following the term of this agreement, and if The Client is intending to continue to run the Programme, The Company will be given the opportunity to provide an Official Quote to be submitted as part of any tender process carried out by The Client.

DECLARATION:

The Parties below agree to the terms of this Service Provider Agreement and all content contained within.

THE CLIENT

For and Behalf of:

Signed:

Printed Name

Position within organisation:

Date:

THE COMPANY

For and Behalf of:

The Adventure Element Ltd

Signed:

Printed Name

Position within organisation:

Date:



THE
ADVENTURE
ELEMENT

#YourAdventureInSafeHands

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