



Terms and Conditions

1. Introduction

- a) These are the terms and conditions of booking on which we, Challenge Wales Limited, will provide our Voyages to you (the person who is taking the berth on the vessel) provided that the Trainee fulfils the details as described below.
- b) The applicant accepts that sailing can be a hazardous activity and individuals must take responsibility for their own safe behaviour and encourage others to do likewise.
- c) As stated above sailing can be a hazardous activity and the Charity therefore reserves the right to impose age or other restrictions on participants for some of the voyages at its own discretion.
- d) These Terms and Conditions are subject to change without notice, clients should ensure that they have read the latest version (referring to the revision number of the Terms and Conditions which can be found at the footer of these Terms and Conditions), and which can be obtained from the Charity's website, or the Challenge Wales office, or directly from the Booking Form before booking a voyage.
- e) Please read these terms carefully before you submit your booking form to us as they tell you who we are, how we will provide our services to you, how you and we may change or end the agreement as well as other important information.
- f) If you have any queries relating to these Booking Terms & Conditions, please contact Challenge Wales in advance of submitting your Booking Form so we can resolve these queries with you. By signing and submitting the Booking Form you will be declaring that you have read, understood and agree to these Booking Terms and Conditions.
- g) No booking will be accepted without confirmation that You have read and agreed to these Terms & Conditions.
- h) No Bursary Application will be accepted without confirmation that You have read and agreed to the Bursary Terms and Conditions.

2. Terms

- a) "Booking" means any booking that you apply for via a Challenge Wales Booking Form.
- b) "Booking Form" means a Challenge Wales booking form which is available on the website or via the Challenge Wales office which has been completed by you and submitted to Challenge Wales for consideration.
- c) "Group Booking Form" means a Booking relating to more than one Trainee
- d) "Joining Instructions" means the joining instructions issued by us to each Trainee in advance of the start of the voyage or activity
- e) "Trainee" is used to refer to an individual who will be undertaking the voyage and is not an employee of the Charity or registered as a volunteer.

- f) "Charity" refers to Challenge Wales, Crown House, Windsor Road, Penarth, Vale of Glamorgan, CF64 1JG.
- g) "us" or "we" means Challenge Wales Limited
- h) "you" means you, the party submitting the Booking Form.
- i) "Skipper" means the Skipper of the vessel that is undertaking the voyage.
- j) "Voyage Fee" means the fee/cost that is payable for the Voyage (excluding Travel Insurance or transport costs to and from the ports)
- k) "Booking Process" means the administration process regarding your booking. This will include completing and submitted signed paperwork (including but not limited to; Booking Form, Parental Consent Form (for under 18's), Medical Declaration Form and payment of Voyage Fee).

3. Information about us and how to contact us

- a) We are Challenge Wales Limited, a company incorporated and registered in England and Wales with the Company Number: 05342397
- b) You can contact us by phone on 029 20 704657 or by writing at Challenge Wales, Crown House, Windsor Road, Penarth, Vale of Glamorgan, CF64 1JG or in writing to us at reservations@challengewales.org
- c) If we have to contact you we will do so by using the contact details you have provided us in the Booking Form.
- d) Where in these Terms and Conditions we refer to communication "in writing", that communication may be by email. By agreeing to these Terms and Conditions you agree that we may communicate with you in that way for the purposes of the Booking.
- e) Our policies and these Terms and Conditions can be found on our website; www.challengewales.org

4. Our Agreement with you

- a) Subject to these Terms and Conditions and the successful completion of the booking process we shall allow the Trainee to participate in the voyage.
- b) The following items are, to the extent reasonable, included in your Voyage Fee: Information & Instruction on sailing; all meals and snacks (including tea, coffee and squash) while onboard; a berth onboard one of our vessels on any Voyage lasting longer than one day (which will be in a shared cabin/accommodation space); safety equipment, waterproofs as required (except boots, gloves and hats); and boat transfers ashore (i.e. between the vessel anchorage or Vessel and shore, and vice versa, during a Voyage) as required.
- c) The following items are NOT included in your voyage fee (and are excluded from the services we shall provide): travel and transfers, whether flights or ground transport, to and from our Vessels at the start and finish of your Voyage or activity; travel, permit or immigration fees,

optional extra excursions or activities provided by third parties (e.g. guided tours, visitor attractions, restaurant or café meals and drinks); items of personal expenditure; departure taxes; sleeping bag, pillow/pillow case, towel & personal toiletries; sailing boots, gloves and hats.

5. Making your Booking

- a) You may book with us directly by telephone on 029 20 704657 or via email.
- b) To book a voyage you must be at least 18 years old. If you are a parent or guardian then you can make a Booking for a young person (someone under the age of 18 years) to go on a voyage and the parent/guardian will need to complete a Parental Consent Form at the time of booking
- c) You must make sure that you have read and understand the booking Terms and Conditions before you submit a Booking Form. You will need to agree to this on your booking form.
- d) On receipt of your Booking Form we may ask further information from you to ensure your suitability for a voyage or activity or to make sure the voyage/activity is suited to your ability. This may include a visit to the vessel before your voyage for a pre-voyage visit at your own cost.
- e) A contract will be created between us when we confirm our acceptance of your Booking Form and agree to provide the voyage. Submitting a Booking Form does not automatically result in acceptance for a voyage.
- f) We recommend that you do not make any travel arrangements or incur any expenses relating to the Voyage until you have received notification of acceptance of your Booking. Challenge Wales will not be responsible for these if we decided to reject any Booking Form.

6. Authority

- a) Trainees are under the authority of the Skipper, or his/her agent, at all times during the voyage and are to carry out the duties assigned to them, and comply with his/her instructions. Each Trainee will be involved in sailing, food preparation, maintenance and cleaning of the Vessel.
- b) Conduct considered by the Skipper to be disruptive, contrary to good order or prejudicial to the interests or safety of personnel and/or the vessel, by a trainee, or other participants, shall entitle the Skipper to put ashore the individual in a port with adequate transport facilities, in all respects at the expense of the applicant and/or parent guardian, (including the cost of any person escorting the applicant if so required), and without liability to the Charity to make any refund.
- c) Where a Trainee's conduct has necessitated the Trainee being excluded, the relevant Trainee's voyage will be deemed to have been cancelled by you.

7. Medical conditions, Health, Safety & Wellbeing, Physical or Learning difficulties, behavioural problems, school/college exclusions, criminal convictions etc

- a) Once a Booking Form has been submitted, Challenge Wales will consider any implications for the health, safety and wellbeing of all passengers and crew intended to be onboard the vessel for the relevant voyage based on the information provided.

- b) It is the responsibility of every applicant and/or their parent/guardian to inform the Charity of any unspent criminal convictions involving violence or dishonesty.
- c) In the interests of the Trainee's safety, the Trainee or their parent/guardian should provide details of any medical conditions, prescribed medication, or physical / mental impairments, school/college exclusions that the Charity should be aware of that may affect the Trainee's ability to take part. A Medical Declaration Form must be completed, and submitted to the Charity, prior to participation in a voyage.
- d) The Trainee or their parent/guardian is responsible to take their own medical advice as to their suitability for the voyage, and based on this decide whether the Trainee is suitable for the voyage. The Trainee or Guardian and their doctor are much more familiar with the Trainee's medical condition, so are best placed to make an assessment. The Charity has no medical training, and does not know the Trainee, so its opinion is subsidiary, but it may seek further information either from the trainee or from a doctor or other professional may be sought by the project to clarify the suitability of a trainee to participate in a voyage, but this in no way releases the Trainee or Guardian from their responsibility to make their own assessment. The trainee would subsequently be advised of the Charity's opinion as to their suitability for any particular voyage applied for and recommendations as to an alternative trip may be made subject to availability. Usually, the information provided will be no barrier to sailing with Challenge Wales, but will allow us to provide appropriate care and support on a voyage that is right for the Trainee. The Charity will decline an application where there is serious concern about the safety of a trainee or impact on the voyage or others on board.
- e) Undeclared medical information may/will result in the Trainee being unable to take part in a voyage or activities or mean delays to a voyage which may result in the voyage or activity not being able to happen as planned. In this instance the full cost of the voyage will be incurred.
- f) If a Trainee is suffering from a known medical condition or allergy, including Angina, Asthma, Diabetes, Epilepsy, giddy spells or a heart condition, which might suddenly incapacitate them; or they might be pregnant; or have recently been discharged from hospital, it might be highly dangerous to go to sea. If in doubt they should consult their doctor; and give details to the Charity as required above.
- g) Trainees must be free of any known contact with an infectious disease during the six weeks prior to the booked voyage.
- h) In respect of Trainees being treated with prescribed drugs for any of the above or other ailments, a doctor's note may be necessary. Any note should state, in plain language, the condition and drugs used. Your doctor should also advise you of alternative medication in case seasickness renders your regular medication ineffective. You must ensure that you are carrying the correct drugs and dosage for the voyage, and that your doctor has advised the appropriate brand of anti-seasickness remedy to take.
- i) The Trainee is responsible for taking their medication, and the Charity can accept no responsibility for any consequences of trainees failing to take medication as recommended by their doctor.
- j) You agree that the Skipper's decision about a Trainee's fitness to sail is final. The Skipper is in charge of health and safety for everyone on the boat (including crew and staff in addition to Trainee's) and while a Trainee may disagree with any decisions and/or may want to continue sailing or the activity, they must respect the Skipper's decision.

- k) If emergency medical treatment is necessary, you agree that the Skipper can authorities such treatment without recourse to next of kin and agree that you and the Trainee will be required to reimburse us for any expenses that are incurred. A Medical Declaration Form must be completed, signed and returned prior to the start of the voyage and this is part of the Booking Process.
- l) Challenge Wales may at its sole discretion, and with consent, require an additional risk assessment to be completed by a professional who is familiar with the person sailing to provide further information that may affect the performance or safety of the person sailing or other persons due to be onboard.
- m) Challenge Wales may at its sole discretion, and with consent, undertake a Participant Welfare Check to ensure we can provide a safe learning environment for everyone and to ensure the proper wellbeing and support of the individual. This will assess the suitability of the voyage for the Trainee.
- n) Each Trainee must comply with policies and Challenge Wales Code of Conduct. These may be written or advised by the Skipper. Any failure to comply with the policies and/or code of conduct may result in that person being removed from the vessel at the next port and liable to personally cover any travel or accommodation costs that have been incurred as a result of the removal.

8. Personal Property

- a) The Trainee is responsible for his/her property while on board the Charity's vessel or their tenders. Any property left on board when the voyage is completed will not be the responsibility of the Charity and the cost of returning such property, if found, will be at the trainee's expense. Property left behind and unclaimed will be removed from the boat and held for a period of 3 months, it will then be disposed of by any appropriate means including being destroyed, donated to charity or sold without any liability. Any financial gain from the items disposal will be submitted to the charity's general funds.
- b) The Charity cannot be held liable for the loss or damage caused to electronic items such as mobile phones, cameras etc. how so ever caused. The Charity is not liable for the loss or destruction of your personal effects or money while onboard.
- c) The charging of electrical items such as mobile telephones is very limited on board the Charity's vessels and it must not be assumed that such a facility will be available.

9. Insurance

- a) The Charity's insurance covers all aspects of its activities should circumstances arise in which the charity is found legally liable. The charity has 3rd Party Liability insurance through its brokers, Bay Marine Insurance Consultants Limited, a copy of which is available on application.
- b) It is the responsibility of the trainee/parent/or guardian to satisfy themselves as to the level of personal insurance protection they have in place and to obtain any additional cover, such as travel insurance, that they deem appropriate. Travel insurance should include appropriate cover for sailing trips for the duration of the voyage, cancellation or curtailment, repatriation, personal effects, personal liability, money and medical costs or expenses. You are recommended to ensure that each Trainee has appropriate travel insurance in place. You may wish to compare insurance providers to find the best coverage for your needs.

10. Safety

- a) As a minimum the vessel will be crewed in compliance with the Maritime and Coastguard Agency Code of Practice for Sailing Vessels in Commercial Use and in accordance with the Charity's own risk assessments.
- b) The Charity's vessels are certified, as a minimum, to Category 2 of the Maritime Coastguard Agency's Code of Practice for Small Commercial Vessels.
- c) The consumption and storage of alcohol on board is in accordance with the Charity's Drug and Alcohol Policy as displayed on the vessel and available from the Charity's office on request. Deviation from this policy is only permitted under exceptional circumstances and authorised by the Trustees. No Trainee will bring on board any alcohol or illicit drugs, weapons, inflammable or dangerous articles. No person while either staying onboard, or visiting, should not be under the influence of alcohol. Being 'under the influence of alcohol' means being over the English/Welsh drink-drive limit.
- d) Smoking and/or vaping is not permitted, either above or below deck, at any time.
- e) Aerosols in the form of hair sprays, deodorants etc. are not permitted on board at any time.
- f) The International Ship and Port Facility Security (ISPS) Code is an amendment to the Safety of Life at Sea (SOLAS) Convention and relates to maritime security. Each person onboard may be requested to produce photographic identification or be subject to searches as per individual ports security arrangements. We have no control over additional security measures that may be required but work closely with event organisers / ports / marinas on security matters.
- g) You acknowledge and accept that sailing carries an element of personal risk. We endeavour to minimise risks wherever possible by; implementing stringent safety measures and procedures on our vessels and when undertaking activities; using input from local contacts when assessing our itineraries; using advice from Foreign and Commonwealth Office (FCO), Maritime and Coastguard Agency (MCA) and Health and Safety Executive (HSE). You acknowledge that travel to and from the vessel also carries an element of personal risk.

11. Accommodation

- a) The Charity will endeavour to segregate different sexes within the vessel where the mix of male to female is conducive with the limited accommodation lay-out. On young people's voyages compartments will be limited to single sex and compartments segregated by senior crew or staff members.
- b) The Charity does not undertake to provide sleeping material such as sleeping bags or pillows.

12. Departure & Return and Passage Plan

- a) The time and port of departure and the time and port of return are given in the joining instructions. It must be accepted that due to circumstances out with the control of Charity it may be necessary to alter the planned program, every effort will be made to notify the applicant, and revised instructions will be sent where time permits. Further information is detailed in Clause 13 (h).

- b) Some voyages will include port stops, some won't and are classed as deliveries. A delivery will often include some or a significant amount of non-stop sailing. When booking a delivery you will be made aware it is a delivery however the Skipper is governed by weather as well as a schedule and will use their knowledge to enable the best experience while keeping to a schedule. We cannot guarantee any specific port/marina stops.

13. Conditions of Booking

13.1 *General.*

- a) A non-refundable deposit equivalent to 25% of the full voyage fee is required upon application; the balance of the fee is payable 60 days before departure date. In the event of the booking occurring less than 60 days before departure then full settlement is required on application.
- b) Trainees need to advise us if they can swim 50m. Swimming activities are always optional and this relates to other water-based activities we may provide as part of the itinerary.
- c) Bookings will not be confirmed until both the deposit and a completed booking form have been received by the Charity. However, if a Booking Form has been received it is deemed that the booking is going ahead and an invoice will be raised which is payable.
- d) Booking forms and other required documentation must be returned as soon as possible and in any case no later than 14 days before the start of the voyage. Failure to provide the completed documentation in the required time frame may result in delays or cancellation of the individuals or groups booking without recompense. In the event of a booking being made less than 14 days before the start of the voyage then all paperwork must be submitted upon making the booking and the booking will not be considered as confirmed until all documentation has been submitted and processed.
- e) Failure to disclose relevant information may forfeit the berth or voyage, even at short notice.
- f) Your right to change your booking: If you wish to make a change to a Booking please contact us immediately. If we agree to make the change we will let you know about any alterations such as voyage fee, dates or anything else necessary as a result of the requested change. A transfer of a voyage from one date to another can only occur at the discretion of the Charity and only if the new date is secured 30 days prior to the date of the original booking. An administration charge of around £35 will be made for such transfers. The administration charge will be proportionate for the work relating to such a change and not exceed reasonable costs actually incurred. We will notify you of the cost of the administration fee before you decide whether or not you wish to change the Booking.
- g) If the Charity has to cancel a voyage, through their failure or neglect, then the fee paid will be refunded or accepted towards the cost of another voyage during the same sailing season at the request of the applicant.
- h) Our right to change the vessel and itinerary; The Charity endeavours to complete voyages as advertised, however, on occasions it is necessary to make changes to the scheduled itinerary and often at short notice (for example, due to matters outside of our control such as, but not limited to, weather, health and safety of Trainees, volunteer crew and sea-staff, availability of crew). The Charity holds no liability for such changes by way of compensation, refund or other form of recompense. We minimise changes to our itinerary as best as possible but we reserve the right to do so without giving prior notice to you, for example where changes are necessary immediately prior to a voyage. If changes are made during the voyage the Skipper will update

you as soon as possible. We take no responsibility for the accuracy of the websites/marketing/publications of third parties who may be promoting or selling our voyages. A voyage is only confirmed via our acceptance of a Booking Form and completion of our Booking Process. The joining and leaving ports will only change if absolutely necessary and you will be informed of any change as soon as possible as this may constitute a material change.

- i) Fees will not be held over from one calendar year to the next.
- j) If a trainee chooses to leave the vessel for any reason before the end of a voyage the Charity will not be liable to pay any refund of voyage fees or travel expenses or any other costs incurred in them doing so. Any costs incurred by the charity in escorting a minor home will be passed on to the parent/guardian or group organisation as appropriate. If a trainee fails to turn up but has completed a Booking Form then the full amount of the voyage (without bursary) is payable.
- k) In the event of Force Majeure the Charity will endeavour to compensate applicants, within reason, by way of offering an alternative to the intended voyage provided any such alternative does not incur additional cost to the Charity.
- l) The Charity will not be liable for the cost of any travel arrangements that have not been fulfilled, or other occurring costs incurred, as a result of a trainee's late departure from the vessel due to a late port arrival.
- m) It is the responsibility of Duke of Edinburgh's (DofE) Award participants using their voyage for a Residential Project (Gold Award) to supply their e-DofE number on the booking form (CWF 03) when booking a voyage and inform the Skipper at the start of the voyage that they wish to use the voyage as their Residential Project or Gold DofE Expedition.
- n) Gift vouchers may be used as part or full payment, as appropriate, for any of the sailing trips subject to availability and suitability of the holder for the requested voyage. An individual wishing to utilise a voucher is requested to inform the Charity of their intention to do so when booking the intended voyage. The holder will be required to surrender the voucher in the form of payment prior to departure. Vouchers are not refundable or redeemable for cash.
- o) Challenge Wales Vouchers are valid for 12 months from the date of issue but may be extended for a charge of £10 per month or part month.
- p) We reserve the right to cancel a Voyage up to two weeks before its departure date if there are insufficient bookings to warrant the voyage taking place. In these circumstances your Booking will be deemed cancelled by us and you may elect to; take up an alternative voyage (and where costs have changed we would expect further payments from you or we would provide you with a refund in relation to over-payment), or a 100% refund of the voyage fee actually paid and received by us which our liability is limited to.
- q) Your right to cancel: You have the right to cancel a Booking whether for an individual or a group. If you wish to cancel, please notify us of this as soon as possible. In these circumstances clauses 13.2 and 13.3 of these Terms and Conditions relating to cancellations and refund conditions, apply. For the purposes of these clauses, the effective date of the cancellation is the date on which we receive your request to cancel the Booking in writing. We will confirm receipt of such cancellation and it should be assumed that until confirmation is received by you that the Booking is still live and has not been cancelled.

- r) **Late payments:** If payment is not received by the due date, Challenge Wales reserves the right to charge interest on any outstanding payments at a rate of 4% above the Bank of England base rate. Additionally, if the payment remains overdue, we may suspend any services until payment is made in full.
- s) Payment can be made by cheque, BACS, cash or gift voucher.

13.2 Individual Trainee Bookings

- a) If a trainee is unable to take up their booked voyage for any reason whatsoever they must notify the Charity at the earliest opportunity. If a place is cancelled more than 60 days prior to the voyage 25% of the fees are payable. If the cancellation is less than 60 days prior to the voyage 100% of the fees are payable. The Charity will endeavour to refill the berth with a full fee paying trainee and, if successful, will refund to the cancelling trainee a sum equivalent the fee paid by the new client less a deduction of £35 to cover administration expenses.
- b) A berth is not transferable to another trainee unless all berths have been filled, such a transfer will be subject to around a £35 administration charge. This administrative charge will not exceed the reasonable costs actually incurred by use to make the change and you will be advised of this cost. Bursaries are not transferable
- c) A non-refundable deposit of 25% of the total voyage cost is required to secure a berth where bursary funding options are being pursued. In the event of a shortfall in anticipated bursary funding or the failure by the applicant to complete the necessary application forms then the trainee or his/her sponsor will be liable for the outstanding balance of the proposed voyage. If a Trainee is requesting bursary support then a lesser deposit (e.g. 10%) may be charged.
- d) Trainees are responsible for their own transport costs to the port of departure and return home after the voyage.
- e) The Charity reserves the right to modify, curtail, or cancel the voyage in the event of adverse weather conditions, mechanical problems or other circumstances beyond its control in which case the Charity will provide alternative dates or an alternative type of voyage or a refund.
- f) The Skipper of vessel may authorise appropriate emergency medical treatment where necessary without recourse to next of kin. The Charity may claim reimbursement for any expenses incurred in doing.

13.3 Group Bookings

- a) A non-refundable deposit of 25% of the total cost of the required number of trainee berths is required to secure the berths. However, if bursary funding is being applied for then we may ask for a lesser amount of funding (such as 10% of the full cost).
- b) No refund or reduction in the booking rate is available on booked berths which are not filled by the booking organisation.

- c) Failure to provide the required number of qualifying bursary application forms will result in the booking organisation being liable for the shortfall of the overall value of the particular voyage. Bursaries are not transferable.
- d) All paperwork must be submitted at least 14 days before the scheduled date of the particular voyage for processing. The Charity will not be liable for any delays or additional costs that may be incurred due to the late submission of the documentation.
- e) The Charity reserves the right to market and sell any spare berths that maybe available due to a group or organisation not fully utilising the available places on any particular voyage.
- f) Should a voyage be funded by a sponsor/third party then a Goodwill bond is required for each participant (in lieu of a 25% deposit), based on a minimum of 6 participants, and will be returned if all participants attend. If a participant fails to attend then the Goodwill bond for that participant is retained and becomes non-refundable.

14. Data Protection

- a) We will process all Personal Data supplied to or obtained by us in relation to you in accordance with our Privacy Policy.
- b) When you are making a Group Booking, it is your responsibility to ensure that all Trainees (or their parents or Guardians) have agreed for you to provide their personal information and you agree to make them aware of the Terms and Conditions of Booking and our Privacy Policy.
- c) Our Privacy Policy can be found on our website which we advise you to read in full.

15. Complaints

- a) Any complaints will be handled in accordance with our Complaints procedure which is available on our website.

16. Marketing and Photography

- a) Photographs may be required by funders to evidence voyages. Should you not give your consent to photography then you should agree to this on the booking form.
- b) By ticking the box on the Booking Form agreeing to photographic consent, the Trainee is consenting to Challenge Wales using images of the trainee taken during their voyage in any medium Challenge Wales chooses. You and/or the Trainee grants Challenge Wales a non-exclusive perpetual, royalty-free, worldwide, sub-licensable, fully transferable licence to use such images for advertising, publicity and promotional or related purposes. Should the Trainee provide Challenge Wales with copies of images that they have created themselves, the Trainee (or their parent/guardian) hereby grants Challenge Wales a non-exclusive perpetual, royalty-free, worldwide, irrevocable, sub-licensable, fully transferable licence to use such images for advertising, promotional or related purposes and publicity.
- c) Challenge Wales will only send you (or their parent/guardian) information on goods, services, events, competitions, fundraising activity or brochures if this has been specifically consented to receive such information

17. Jurisdiction

- a) This agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract between the parties or its subject matter or formation (including non-contractual disputes or claims), irrespective of where in the world the yacht happens to be, or where in the world any issue arises.
- c) Disputes may, when they cannot be resolved by negotiation, with the written agreement of the Parties, be submitted to mediation.
- d) If a court finds part of this agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operate separately.
- e) Nothing in the clause shall affect the right of the Parties to submit any dispute to the Courts of England & Wales (or of Scotland if the Seller's address shall be in that country).
- f) Where you are a business, these Terms and Conditions constitute the entire agreement between you and us and extinguishes all previous arrangements, promises, warranties and representations and understanding between us, whether written or oral in relation to the Booking.

Challenge Wales is a company limited by guarantee, Company Reg No. 05342397.
Registered Charity No. 1111859. VAT Reg. No GB 930532352

Challenge Wales
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