

# **Terms and Conditions for Participants**

## **1. Definitions:**

Event: a 10K or Half Marathon organised by the Organiser;

10K: any Event consisting of a race of approximately 10,000 metres.

Half Marathon: any Event consisting of a race of approximately 13.1 miles in length;

Organiser: Whitebrook Village Hall Charity number 252873

Participant: the person competing in the Event

## **2. Entry fees:**

The entry fee for an Event is as detailed on the Website and will be the fee applicable at the date of submission of the entry application. The entry fee is non-refundable **except in accordance with these terms and conditions.**

## **3. Closing date:**

The closing date for entries to an Event will be the earlier of:

- (i) 9.45 am on the day of the event for non on line purchase.
- (ii) 12 noon the day before the event for online purchase on website.

## **4. Entry policy:**

Under UK Athletics (UKA) Rules and Regulations, the following minimum age restrictions apply as at the date of the Event:

- (i) 15 (fifteen) years of age in respect of a 10K;
- (ii) 17 (seventeen) years of age in respect of a Half Marathon

All Participants under the age of 18 (eighteen) years must obtain parental consent in order to register and participate in the Event.

## **5. Participants enter the Event entirely at their own risk:**

The Organiser shall not be liable for any injury or loss occurring as a result of participation in the Event (including, without limitation, any losses resulting from the Organiser's negligence), provided that nothing in these terms and conditions shall exclude or limit the Organiser's liability for death or personal injury resulting from the Organiser's negligence or for any other type of liability that cannot be excluded or limited by law.

## **6. Medical conditions:**

6.1 It is recommended that the Participant prepares and trains for the Event. The Participant is advised to consult with a medical professional prior to entering into the Event if they have not exercised for some time. If the Participant has a medical condition it must be detailed on the reverse of the race number.

6.2 The Participant agrees that, as far as they are aware, they are physically able to compete in the Event and, to the extent that it may be necessary, they have sought and relied upon any medical advice before the date of the Event. Should any medical or physical condition arise prior to the Event which is likely to affect their ability to compete in the Event, the Participant should withdraw from the Event. The Participant consents to any medical treatment being administered during the Event by official medically-qualified personnel.

6.3 The Organiser may prevent the Participant from taking part in the Event (either at the start or during the Event) if the Organiser or any medical representative considers that the Participant should not participate in the Event for health and/or medical reasons.

## **7. Race numbers:**

7.1 All Participants must clearly display the race number allocated to them on the front of their vest/tee-shirt throughout the Event.

7.2 Race entries are not interchangeable and entries cannot be assigned, transferred, sold or gifted to any third party.

7.3 Any assignment, transfer or sale of a race number may result in delay and/or difficulty in the event of an emergency and any such transfer, assignment or sale may result in disqualification of the Participant from the Event.

## **8. Withdrawal from the Event:**

8.1 If the Participant is unable to take part in the Event the Organiser will issue a refund of a percentage of the entry fee determined in accordance with receipt of the Participant's withdrawal notification:

8.1.2 in respect of the Event

(i) notification received in excess of 8 (eight) weeks before the Event = credit for 50% (fifty per cent) of the entry fee;

(ii) notification received 6 (six) weeks to 8 (eight) weeks (inclusive) before the Event = credit for 20% (twenty per cent) of the entry fee; and

(iii) notification received less than 6 (six) weeks before the Event = no credit.

8.2 To receive any credit, the Participant must notify the Organiser in writing or by email.

The date of notification of withdrawal is the date of the email or two days from the date of posting. The Participant must state his/her full name, date of birth, and name of Event in all correspondence.

8.3 If the Participant's entry to the Event has been made through a charity, the Organiser has no responsibility to refund any sums paid by the Participant or issue any credit; any such refund should be sought from the relevant charity.

#### **10. No animals without prior permission :**

Participants are not permitted to bring pets or other animals onto the Event course. Participants requiring assistance, are referred to condition 11.

#### **11. Aided participants:**

For those participants who are aided around the course, either by being pushed or assisted, by a guide runner, the guide runner must also be a registered participant in the Event. The Participant requiring assistance must advise the Organiser that they require assistance upon entry of their application and a free entry place will be provided to the guide runner. A request should be submitted to the organiser of the Event.

#### **12. Wheelchair entrants:**

The event is not suitable for Wheelchair entrants due to the nature of the course.

#### **13. Health and safety:**

13.1 Any kind of mechanical aid are strictly prohibited from the Event course on the day of the Event.

13.2 The Participant must ensure that they have the correct equipment, footwear and clothing for the Event as they require.

13.3 The Organiser may at any time during the Event or prior to the Event prevent the Participant from participating in the Event if it considers such action is necessary for the safety and/or proper enjoyment of the Event by the Participant and/or other participants and/or spectators.

13.4 All decisions and rulings by the Organiser shall be the final in respect of the safety, running and organisation of the Event, the rules of the Event and finish times and positions. The Participant accepts that circumstances concerning the Event may change from time to time for reasons beyond the reasonable control of the Organiser and these may lead to the cancellation or change of the Event, venue(s), route(s) or other such changes. The Participant agrees to abide by such change(s) and acknowledges that any decision is entirely at the absolute discretion of the Organiser.

#### **14. Data protection:**

14.1 The Participant agrees to the Organiser storing his/her personal information and using this information for the purpose of organising the Event.

14.2 In compliance with the Data Protection Act 1998 the Participant has the right of access to his/her personal records held on the Organiser's computer

**15. Use of image:**

The Participant consents to the Event being filmed, recorded or exploited by means of television, film, video or some other broadcast or media format and agrees to the use and reproduction of his/her name, likeness, appearance and photograph. All such commercial rights in relation to the same belong entirely to the Organiser and the Participant has no proprietary rights in relation to any film, photograph or other such recorded media. If the Participant does not wish for their image be used in this manner, they should contact the Organiser.

**16. Baggage storage:**

All personal items and items of clothing may be deposited prior to the race in the designated areas. **However, the Organiser and officials do not accept any responsibility or liability whatsoever for the safe keeping or the storage of those items which are stored and deposited entirely at the risk of the**

**17. First aid:**

The Organiser shall use its reasonable endeavours to ensure that appropriate First Aid assistance will be available for the duration of the Event. There will be clearly signed First Aid points at the start/finish area. Volunteers and marshals in attendance at the race are not medically trained and will not give medical assistance other than requesting an ambulance or paramedic in the event that medical assistance is required. The Participant authorises the Organiser to pass on any and/or all information that he/she has provided to the medical teams operating on the day of the Event if required for medical reasons.

**18. Race cancellation – Organiser's discretion:**

18.1 The Organiser reserves the right to cancel the Event up to 1 (one) month before the Event if insufficient applications are received, or if the Event is no longer economically viable.

18.2 If the Event is cancelled in accordance with condition 18.1, the Organiser shall not be liable for any losses incurred by a Participant as a result of cancellation of the Event, except that the Participant may request a refund of the entry fee within 30 (thirty) days from receipt of notification by email to the Participants. Any entry fee paid and not requested as a refund within this period will be donated to the Whitebrook Village Hall Charity number 252873.

**19. Race cancellation – Force Majeure:**

19.1 For the purposes of these terms and conditions, a "Force Majeure Event" means an event beyond the reasonable control of the Organiser, including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organiser), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, direction or action by a government or public authority, accident, breakdown of plant or machinery, fire, inclement weather, flood, storm or default of the Organiser or subcontractors.

19.2 If, as a result of a Force Majeure Event, the Organiser deems in its sole discretion that it is necessary to cancel, postpone or change the route and/or length of the Event, the Organiser shall be entitled to cancel, postpone or change the Event.

19.3 If the Event is cancelled or postponed in accordance with condition 19.2, the Organiser will make reasonable endeavours to rearrange the Event.

19.4 If the Event is cancelled, postponed or amended in accordance with condition 19.2 or if the Organiser breaches any of its obligations under these conditions as a result of a Force Majeure Event, the Organiser shall not be liable to Participants for any losses incurred as a result (including as a result of its negligence) except in respect of losses that cannot be excluded by law.

## **20. Event date and time:**

20.1 The Organiser reserves the right to alter the start time and/or date of the Event.

20.2 Should a change of date be made and the Participant is unable to attend on the revised date, he/she may receive a refund of their entry fee providing that they notify the Organiser in writing within 14 (fourteen) days from the date that the change in date is notified to the Participant.

20.3 Should a change in the start time be made Participants will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made following a change in start time provided that the date of the Event does not change.

## **21. Change of address:**

21.1 The Participant should notify the Organiser of any change of address or contact details.

## **22. Race time:**

The Organiser will use its reasonable endeavours to provide the Participant with a finish time save that the Organiser shall not be responsible for any anomaly or technical malfunction in relation to the same.

## **23. Race photograph:**

The Organiser may, acting in its sole discretion, procure the use of official race photographers to capture a photograph of every Participant, however, the Organiser is unable to offer any guarantee in this regard.

## **24. Mailing lists:**

The Participant's name may be added to the Organiser's mailing list so that the Organiser can keep the Participant informed about other events of the Organiser. If the Participant does not wish to receive any marketing information he/she can indicate this on the entry form. The Participant is able to unsubscribe to these communications at any time.

## **25. Rules:**

The Participant agrees to abide by all applicable rules and regulations imposed by the Organiser or any relevant sporting governing body that oversees the running of this Event and the Participant will not be entitled to a refund of any entry fee if he/she is disqualified from the Event as a result of any infringement of these conditions or any such rules or regulations. The Participant accepts that the Organiser may introduce cut off times as they think fit to limit time taken to complete the Event or any section of the Event to ensure the safe and proper running of the Event and he/she may be instructed to withdraw from the race in accordance with those cut off times.

## **26. Limitation of liability:**

26.1 Subject to condition 26.2, the Organiser's total liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any losses arising out of or in connection with the Event shall be limited to a sum equal to the total entry fee paid by the Participant to the Organiser.

26.2 Nothing in these terms shall limit or exclude the Organiser's liability in respect of death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

26.3 The Participant agrees to indemnify the Organiser in relation to any claims, action, liabilities or losses resulting from any breach of these conditions by the Participant.

26.4 The Organiser will not be liable for any pledges made by the Participant or on his or her behalf to any charity.

26.5 Except in respect of losses relating to death or personal injury resulting from the Organiser's negligence, obtaining insurance for personal accident and loss as a result of the Event is the sole responsibility of the Participant.

## **27. Force Majeure:**

If for any reason beyond the reasonable control of the Organiser, the Organiser is unable to comply with any of its obligations under the conditions including organising the Event, the Organiser shall not be liable to the Participant for any loss, damages or expenses incurred by the Participant.

## **28. General:**

28.1. The Organiser may vary these terms and conditions from time to time and the up to date terms shall be available on the Website.

28.2 Nothing in these terms and conditions shall constitute any partnership between the Organiser or any third party nor will any third party have the right or authority to bind the Organiser.

28.3 No waiver by either party of a breach or default or any amendment to these terms and conditions shall be affective unless in writing and signed by all parties.

28.4 These conditions shall be governed and construed in accordance with the Laws of England and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the Courts.

**29. Disclaimer:**

29.1 The Participant accepts all conditions of entry set out herein or notified to him/her prior to the race or displayed at the race or any instruction given to him/her by the Organisers or officials of the race and the Participant acknowledges that the Organisers and officials of the race shall have no liability for any loss or damage he/she may suffer including consequential or indirect loss as a consequence of his/her participation in the Event (including but not limited to travelling to and from the Event and during the Event).

29.2 The Organiser accepts no liability for the state or condition of the surface upon which the Event is held and the Participant should ensure that he/she is satisfied with the state and condition of the surface of the route