



## Fundraising Events Terms and Conditions

Please ensure that you have read and understood the details and timings of the Challenge. The Foundation accepts your booking subject to your agreement of these Terms and Conditions.

These Terms and Conditions apply to all fundraising events run by the Foundation whether booked by you on our website or directly with a member of staff. No other terms apply, other than the descriptions of the event which are to be found on our website and any other terms to which reference is made in these Terms and Conditions

By booking an event with the Foundation you are acknowledging your full acceptance of these Terms and Conditions and confirming that you have not relied on any term other than those contained within these Terms and Conditions.

By using our website, you confirm your acceptance of those parts of these Terms in Conditions which are applicable to use of our website.

For the avoidance of doubt, in respect of the Junior Run, the parent or guardian registering the young person for the event is deemed to be accepting these Terms and Conditions on behalf of the young person.

Our contact details are as follows:

email: [csfmailbox@norwichcitycsf.org.uk](mailto:csfmailbox@norwichcitycsf.org.uk)

telephone: 01603 984000

address: Norwich City Community Sports Foundation, Carrow Road, Norwich, NR1 1JE

Definitions: -

- **Challenge** – Your chosen event.
- **Challenge Documents** – Documents containing details of the challenge including, but not limited to, the Foundation Website, brochure, itinerary, challenge date, kit lists, cost, and payment information sheet – registration fees and registration form, minimum fundraising, challenge costs, fundraising tips and ideas, travel insurance information, medical questionnaire.
- **Challenge Leader** – The person who leads the Challenge on behalf of the Foundation.
- **Force Majeure** - unavoidable and extraordinary circumstances beyond our control including, without limitation:
  - acts of God, flood, drought, earthquake or other natural disaster;
  - epidemic or pandemic;
  - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom;



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- any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition.
  - collapse of buildings, fire, explosion or accident;
  - any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).
  - advice from the Foreign Office to avoid or leave a particular country may also constitute a force majeure event.
- **Foundation Website** – [www.communitysportsfoundation.org.uk](http://www.communitysportsfoundation.org.uk)
- **POA** – Payment Option A – Raising the minimum fundraising amount required to participate in the Challenge.
- **POB** – Payment Option B – Self funding option where the participant where you pay the minimum fundraising Challenge amount.
- **Sponsors** – Those who have elected to sponsor you through financial means.
- **Supplier** – A company/person not employed by the Foundation who provide services for the Challenge.

## 1. Registration

1.1. To register for the Challenge for either POA or POB you must pay the registration fee as detailed in the Challenge Documents when returning the completed registration form to the Foundation office. The registration fee is non-refundable unless we cancel the Challenge for any reason other than Force Majeure. Registration on-line or via telephone will incur a £1.50 administration fee.

1.2. If your registration is successful, confirmation will be sent to you within 14 days of the Foundation receiving your application. If your registration is unsuccessful, your registration fee will be refunded. In the event the Challenge is full you will be given the option of entering a similar challenge or having your registration fee refunded.

1.3. Your ability to participate in the Challenge will be subject to the availability of places. The Foundation will allocate places on a first come first served basis for those who properly complete the registration formalities.

1.4. The Foundation also reserves the right to decline your request to register and participate in the Challenge. Your entitlement to participate depends on the Foundation being satisfied that there are no circumstances under which it ought to properly decline your participation in the Challenge. The Foundation's decision on your participation shall be final and binding. In any circumstances where the Foundation decides that you may not participate in the Challenge your registration fee will be refunded to you in full.

1.5. By registering for the Challenge, you undertake that you have the authority to accept and do accept these Terms and Conditions. A contract will exist when the Foundation issues you with a letter confirming your acceptance onto the Challenge together with a receipt for your registration fee.



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1.6. These Terms and Conditions in conjunction with the information set out in the Challenge Documents form the entire agreement between the Foundation and you.

1.7. No employee of the Foundation other than the Chief Executive Officer or the Challenge Manager has authority to vary or omit any of these Terms and Conditions or promise a discount or refund regarding the cost of the Challenge. Any such amendments will only be made in writing.

## **2. Participation**

2.1 You confirm:

- if the Challenge is the Coastal Challenge, you are at least 16 years old by the Challenge date or you will need to be accompanied by a responsible adult and be physically fit and in good health to safely undertake the Challenge.
- if the Challenge is the Junior Run, you must be at least 8 years old and no older than 15 years 11 months by the Challenge date. If you under 10 years old by the Challenge date, you will need to be accompanied by a responsible adult. All participants (including accompanying adults) must be physically fit and in good health to safely undertake the Challenge.
- for any other Challenge, you are at least 18 years old by the Challenge date, physically fit and in good health to safely undertake the Challenge.
- you are fully aware of the possible risks inherent in the Challenge.

2.2 You must declare any medical information which may be necessary at the point of registration, and you confirm you have no known condition that would affect your ability to safely complete the Challenge, or which would cause a risk of danger to yourself or other participants. It is your responsibility to monitor your condition before and during the Challenge and to stop immediately if your continued participation could create a risk or danger to yourself or others or you are advised to do so on medical advice. If you have any concerns or doubts about your health or have a medical condition that may be affected by exercise, we recommend you obtain your doctor's approval before participating in the Challenge.

2.3 It is a condition of joining the Challenge that in the cases of emergency, the Foundation has your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.

2.4 The whole philosophy of this Challenge is one which allows alternative and a substantial degree of on-tour flexibility. The outline itinerary for the Challenge must therefore be taken as an indication of what you should accomplish and not as a contractual obligation on the part of the Foundation. It is a fundamental condition of joining the Challenge that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort or disappointment are possible.

2.5 You must comply with the laws and the regulations of all the areas of Great Britain, or any country visited and comply with all reasonable instructions of the Challenge Leader relating to the safety and organisation of the Challenge. If in opinion of the Challenge Leader or any other person in authority feels that you are behaving in such a manner to cause



danger, distress or annoyance to others or cause damage to property, your Challenge arrangements may be terminated by the Foundation. In such an event the Foundation shall have no liability to you and will not be liable for making any refunds, paying any compensation, or meeting any costs or expenses that incur as a result. Furthermore, you must meet any expenses that the Foundation incurs because of your behaviour.

2.6 In the event your Challenge is cut short due to ill health or for any reason, there is no refund of flight or accommodation costs. Any additional accommodation, transfer fees and/or flight costs are your responsibility.

2.7 No credit or refunds will be given if you fail to take up any component of your Challenge, or if you lose mislay or destroy any travel documents.

2.8 You are responsible for providing all your own appropriate clothing and equipment necessary to safely undertake the Challenge.

### **3. Challenge Payments and Cost**

3.1 If you have chosen POA you must pay the registration fee on registering and raise the minimum amount of sponsorship as shown in the Challenge Documents. The Foundation must receive satisfactory evidence that you have raised the minimum amount of the sponsorship at least two weeks before the date of the Challenge. If there is any outstanding sponsorship it must be received by the Foundation within four weeks of completing the Challenge. If you do not raise the minimum amount of sponsorship, you will not be entitled to participate in the Challenge unless you pay to the Foundation the balance of the minimum sponsorship.

3.2 If you have chosen POB, you must pay the registration on registering and must pay the Challenge cost at least four weeks prior to the date of the Challenge. The Foundation reserves the right to treat any arrangements as being cancelled by you if such payment is not received four weeks prior to the Challenge. If you register within four weeks of the Challenge, the full cost must be paid at the time of registration.

3.3 You are responsible to pay for your personal equipment, tips, government-imposed fees, additional food and drink, personal spending money, insurance where required (see clause 12) single supplement, amending confirmed details and other activities not included in the itinerary.

### **4. Sponsorship**

4.1 You agree that you will only raise funds for the Foundation and no other cause. If you cancel, or you are required to withdraw from the Challenge you will be required to send all sponsorship money collected or received directly to the Foundation. This money will be retained by the Foundation unless the Sponsor has requested them.

4.2 You must not start to collect sponsorship until you have received written confirmation of your registration from the Foundation, all sponsorship money will be sent directly to the Foundation by yourself. The sponsorship shall be treated as a donation to the Foundation.



## 5. Special Requests

5.1 In the event that you wish to change a booking previously confirmed by the Foundation in writing to another Foundation Challenge, the Foundation will make every effort to assist you. You will be charged an administration fee for any such amendments.

5.2 All changes will be subject to availability. You will also be responsible for any unrecoverable charges or expenses in making such amendments. If the Challenge you wish to move to has a higher registration fee, insurance premium, minimum sponsorship level, or Challenge cost you will be responsible to pay the difference.

## 6. Personal Information

6.1 Upon registering an application for the Challenge, you will supply Personal Information (including but not limited to your name, address, contact details, age, medical information) which will be passed to the Foundation.

6.2 The Personal Information may be used to allow medical assistance to be given to you.

6.3 You agree that the Personal Information relating to you can be stored and used by the Foundation and its partners in connection with the organisation, staging and administration of the Challenge.

6.4 You agree that the Personal Information relating to you may be used by the Foundation in connection with the compilation of statistical information.

6.5 You agree that your name, image and contact details can be used by the Foundation for the purposes of:-

- the promotion and marketing of the Challenge;
- adding you to a mailing list to keep you informed about any future events and services which it believes you might be interested in, such as leisure activities relating to either similar types of events or activities.
- promotional and marketing material in respect of similar events, other community-based activities or local attractions organised by the Foundation's partners or carefully selected third parties (together the "Marketing Information").

6.6 If the Challenge is the Junior Run, you agree that the Personal Information may be used by Epic Action Imagery for the purpose of matching any photos taken during the Challenge to you ("Permitted Purpose"). Epic Action Imagery shall delete such Personal Information following completion of the Permitted Purpose.

6.7 You are entitled to refuse/remove consent for the Foundation or the Foundation's partners to use the Personal Information for purposes other than for purposes related to participation in the Challenge by emailing [csf.fundraising@norwichcitycsf.org.uk](mailto:csf.fundraising@norwichcitycsf.org.uk), or clicking an unsubscribe link in any Marketing Information.



## 7. Cancellation

7.1 If you cancel your registration, your registration fee is non – refundable, unless the Foundation consider the cancellation is due to unavoidable and/or exceptional circumstances.

As the Foundation works alongside partners to help provide suitable content for Challenges it is likely that group bookings would have been made in advance. Therefore, should you cancel your place you will be subject to the following cancellation charges:

- Cancellation up to 6 weeks before commencement date: 15% of total cost inclusive of registration fee.
- Cancellation between 6 to 4 weeks before commencement date: 50% of total cost inclusive of registration fee.
- Cancellation 28 days and less before commencement date: 100% of total cost inclusive of registration fee.

7.2 The Foundation reserves the right to cancel the Challenge. However, the Foundation will not cancel the Challenge less than eight weeks before the Event other than for reasons outside of the Foundation's control. If the Foundation cancels the Challenge before the Event (other than where Force Majeure or clause 2.6 apply), you will be offered either an alternative event or a full refund of all monies received at the discretion of the Head of Fundraising. The Foundation shall have no further liability to you and will not be responsible for paying any compensation or meeting any costs or expenses that you incur as a result.

In the event that the Foundation is forced by Force Majeure to change or terminate the Challenge after departure but before the scheduled end of your time away, you will not be entitled to any refunds any compensation or any costs or expenses you incur as a result. (See Clause 9.3 and 14.1)

7.3 We shall be excused from performance of our obligations to provide the Challenge where circumstances amounting to Force Majeure occur for as long as such circumstances last and affect performance of the Challenge.

We shall also not be liable to you for travel, accommodation or other costs and expenses incurred (included course fees and expenses).

7.4 The Foundation reserves the right to cancel or curtail the Challenge at any time if in the reasonable opinion of the Foundation / Event Manager it would be unsafe or would risk the health and safety of any participant to commence or continue with the Challenge. In such cases, you will not be entitled to any refunds, any compensation or any costs or expenses you incur as a result (See clause 9.3 and 14.1).

## 8. Challenge Documentation

8.1 The Challenge Documentation is published in good faith as statements of intention only and reasonable changes to the information contained in the Challenge Documentation may be made when deemed necessary or advisable.



## **9. Challenge Itinerary**

9.1 While the Foundation makes all proper and reasonable efforts to maintain the advertised itinerary, the Foundation reserves the right to amend the itinerary as and when it may become necessary to do so.

If there is a minor modification before the Challenge, the Foundation will try to notify you although we are not obliged to do so.

Departure timings and carriers are subject to change and all details given to you are for guidance only. Confirmed details will be as shown on your final joining instructions.

In the event of a change to the departure date, time, or place, the Foundation is not liable to pay any compensation or to pay any penalty charges associated with, for example, Supersaver type connecting rail or air fares due to any changes to the departure times or itinerary.

Should a material change become necessary, the Foundation will inform you as soon as possible. You may decide whether to accept the change although you must let the Foundation know within seven days. A material change includes one made to your travel arrangements before departure involving a change of location, or a change of date by more than 24 hours.

If the Foundation alters the mode of transportation on the Challenge, then this is not a material change and the Foundation will not be under any obligation to notify you of any such change in advance.

9.2 If the Foundation is required to change the itinerary during the Challenge, the Challenge Leader will arrange the best alternative. This decision will rest on the sole judgement of the Foundation Events Manager / Challenge Leader. The decision of the Foundation Events Manager is final.

9.3 The Foundation is not responsible for charges which arises as a result of situations outside of its control including but not limited to technical or maintenance problems with means of transportation, changes imposed by re-scheduling or cancellation of flights by an airline or main charterer or Force Majeure.

## **10. Conditions of Suppliers**

10.1 The Foundation is not a carrier or provider of accommodation. Each journey (whether undertaken or not) by land, sea, or air is governed by the conditions of the carrier undertaking to provide that carriage. Some of these conditions limit or excludes liability and are often the subject of international agreements. Copies of applicable conditions are available for inspection at the offices of the carrier concerned.

10.2 As the Foundation does not control the day-to-day management of your accommodation, it is possible that we may be advised that the reserved accommodation



may not be suitable or available to you upon arrival. If this happens the Foundation will endeavour to provide accommodation of least the same standard in the same area.

10.3 The availability or provision of accommodation is subject to the house rules of the accommodation or site. The Challenge may be taking place where travel and accommodation standards are less developed. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services.

## **11. Transportation Delays**

11.1 The Foundation has no control and accepts no liability whatsoever for cancellations and delays, which are subject to operational decisions by carriers, airlines, and or traffic control authorities. You are responsible to check in at the correct time and presenting yourself to take up all pre-booked components of your Challenge.

11.2 If transportation delays mean that any additional transfers are required to enable you to join the group these costs must be met immediately by you and should be later reclaimed under your insurance policy if applicable.

11.3 Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check in on time. Accordingly, the times and the other forms of transport are estimates only and cannot be guaranteed.

## **12. Insurance**

12.1 In order to participate in the Challenge, it is strongly recommended that you have adequate personal and travel insurance with protection for the full duration of the Challenge in respect of at least medical expenses, injury, death, repatriation, cancellation, and curtailment, material loss or damage to personal property, any loss or injury to a third party. It is strongly recommended that you should ensure that there is no exclusion clauses limiting protection for the type of activities included in the Challenge.

## **13. Data Protection**

13.1 The Foundation treats your personal data with care. For more information on how we use your personal data please see our privacy statement available from the Foundation website at <https://www.communitysportsfoundation.org.uk/privacy-policy> or on request from the Foundation.

## **14. Liability**

14.1 In no event shall the Foundation be liable to you whether for the cancellation/rearranging of the Event or the itinerary, breach of contract, Force Majeure, any tortious act, or omission (including negligence) or otherwise, under or in connection with the Agreement for any:





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- loss or damage.
- loss of profit.
- loss of reputation.
- loss of business, revenue, or goodwill.
- loss of anticipated savings. pledges made on your behalf or by you to the Foundation.
- any costs incurred in relation to attending the Challenge.
- consequential or indirect loss, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

14.2 Nothing in this Agreement shall affect the Foundation's liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

## **15. Complaints**

15.1 The Foundation will do its best to ensure that the Challenge arrangements go accordingly to plan. However, if you have a complaint arising out what the Foundation has agreed to provide for you, please let us know at the earliest opportunity, if necessary, by calling the Foundation office from wherever you may be.

If a problem arises during the Challenge, it is important that you advise the Challenge Leader or the Foundation Events Manager at the earliest opportunity who will endeavour to put things right.

If your complaint cannot be resolved locally you should advise the Foundation in writing with all other relevant information within 7 days of returning from the Challenge. Your letter will be given prompt attention. Failure to do so will result in you losing the right to make any claim against the Foundation.

15.2 Any dispute or difference between the parties arising out of or in connection with this agreement shall be referred to a single mediator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Law Society of England and Wales.

## **16. Assignment**

16.1 This agreement and all the rights under it may be assigned or transferred by the Foundation.

16.2 A person who is not a party to this agreement has no rights under the contracts (right of third parties) act 1999 to enforce any terms of this agreement. The failure by either party to enforce at any time or for any period of one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

## **17. Terms of Booking Conditions**



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17.1 Your contract with the Foundation is governed and constructed in accordance with English law. All parties agree to submit to the exclusive jurisdiction of the English Courts.

No failure or delay on the part of the Foundation in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, of any subsequent breach of this agreement by you of the same or any other provision.