



THE CHARLTON CHASE

RACE BOOKING CONDITIONS



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1. YOUR AGREEMENT

- 1.1. The Participant must complete the booking form on the Charlton Chase website and make online payment at the time of booking in the sum of £40.00 per Team.
- 1.2. When you make a booking, you do so on behalf of yourself and others on whose behalf you have booked. You warrant and guarantee that you have the authority to accept, and do accept, these terms and conditions which shall apply to your booking to the exclusion of all other terms and conditions.
- 1.3. Bookings can only be made via the Charlton Chase website unless alternative arrangements are agreed in writing by us. When making a booking, you must submit to us your completed online Booking Form and payment. The Contract between us will come into existence only once we have issued to you our Booking Receipt.
- 1.4. Our Booking Receipt will not be issued until we have received your completed Booking Form and Deposit. It will be sent to you by email.
- 1.5. The Contract shall continue until the Event has ended but such expiry shall not affect accrued rights and liabilities of the parties and shall not affect any continuing obligations of the parties under the Contract.
- 1.6. Our Booking Receipt will be issued to you following receipt and approval of the completed Booking Form referred to above. Please check the contents carefully and, in the event of any discrepancy, contact us immediately. Any discrepancies which are not notified to us within the timescale prescribed in these terms and conditions may lead to you incurring additional costs and charges.
- 1.7. You confirm that the Booking Form has been completed fully and accurately and you will inform us in writing as soon as possible, and not less than 30 days before the date of the Event if any of the details provided on the Booking Form have changed.
- 1.8. Subject to the Unfair Contract Terms Act 1977, all conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 1.9. The website is prepared several months before the Event commences and although every effort is made to ensure complete accuracy, it is inevitable that some of the details may have changed since the website was created. We reserve the right to alter details of the Event including timings, course layout and distance.
- 1.10. Only one of our Directors has authority to vary or waive any of these terms and conditions or promise any discount or refund. Any such variation or waiver must be in writing. No verbal variation or waiver shall be binding on us.

2. SPECIAL REQUESTS

- 2.1. If you have any special requests, you should inform us of such requests when booking. We cannot guarantee that such requests will be met and shall have no liability to you if such requests are not met. Confirmation that a special request has been noted or the inclusion of the special request on your Booking Receipt or any other documentation is not confirmation that the request will be met.

3. DECLARING MEDICAL PROBLEMS, ILLNESS OR DISABILITY –HEALTH AND SAFETY

- 3.1. If any Participant has any medical problem or disability, please tell us before you make your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must notify us on the Booking Form. If any medical problems or disabilities are suffered or arise between the Booking Form being submitted and the Event Date you must notify us immediately. We reserve the right to decline or cancel a booking or part of a booking without having to pay any compensation if:
 - 3.1.1. any medical problem or disability that impacts on health and safety is disclosed to us on the Booking Form;
 - 3.1.2. any medical problem or disability that impacts on health and safety is disclosed to us after the Booking Form is submitted to us but before the Event Date; or
 - 3.1.3. any medical problem or disability is not disclosed to us; and such medical problem or disability is likely to prejudice the Participant's health and safety or the health and safety of anyone else participating in the Event. We may require a Participant to obtain further confirmation from a medical professional of our choosing that he/she is fit to undertake the Event. You acknowledge and agree that if we reasonably believe that any Participant is not sufficiently fit to take part in the Event we may decline or cancel that Participant's place on the Event at any time.
- 3.2. Where any Participant has come into contact with any infectious disease you must notify us immediately. Where the Event Date falls within the accepted quarantine period for transmission of the disease, we reserve the right to exclude that Participant as set out in Condition 3.2 above; this shall be deemed to be cancellation arising from an event of Force Majeure.

4. YOUR RESPONSIBILITIES

- 4.1. By signing the booking form you/the Participant confirm that you/the Participant are aware of, understand and consent to the likely physical demands of the Event. You/the Participant confirm that you are aware of the possible effects of such things as, but not restricted to a physical event of long duration including running, walking at speed, including at night, in possibly adverse and cold or hot weather, over uneven ground. You declare yourself/the Participant to be sufficiently physically fit and medically healthy to participate safely. You confirm that you/the Participant consent to

our Code of Conduct and accept the authority of our Event Marshals.

- 4.2. We recommend that you research the Event by viewing the website (www.charltonchase.org) and viewing testimonials from past participants as well as written reviews and details of the upcoming and past Events.
- 4.3. You/the Participant must at all times throughout the Event abide by the laws and behave in a respectful and considerate manner to local people and to other members of the Event.
- 4.4. During the event you/the Participant will comply with the Code of Conduct at all times. Failure to do so will entitle us to remove you from the event without any liability to us. In such circumstances no refund will be due to you.
- 4.5. During the event you/the Participant will ensure that your team carries with it the items stipulated in the kit list at all times. Failure to do so will entitle us to remove all team members from the event without any liability to us. In such circumstances no refund will be due to you.
- 4.6. Your/the Participant's behaviour during the Event must not prejudice the safety and wellbeing of all or any member of the Event, or its satisfactory progress.
- 4.7. We provide specialist equipment for the Event and we are responsible for the maintenance of such equipment. Where you/the Participant deliberately or recklessly cause damage to any such equipment, whether during the Event or during any pre-Event training provided by us, you shall indemnify us and keep us indemnified from all losses arising from any such wilful or reckless damage so caused including legal costs of making a recovery against you.

5. YOUR EVENT PRICE

- 5.1. When you make your booking you must pay the Event Fee of £40.00 [Forty Pounds Stirling] per participant. If your payment method fails and sums are not received in our account, we reserve the right to cancel your booking and the Contract.
- 5.2. Where any payment due under the Contract from you is overdue, we reserve the right to charge you interest (both before and after any judgment) on the amount unpaid, at the rate of four per cent (4%) per year above HSBC Bank Plc base rate from time to time, until payment in full is made (a part month being treated as a full month for the purpose of calculating interest).
- 5.3. Please note that we impose a 2.5% surcharge in respect of all payments you make by Credit Card.

6. IF YOU CHANGE YOUR BOOKING

- 6.1. We start to incur costs from the moment you make your booking. If, after our Booking Receipt has been issued, you wish to change your booking in any way (for example, substituting a team member), we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from you. You will be asked to pay an administration charge of five

pounds (£5.00) together with any further costs we incur in making this alteration (an "Amendment Charge"). You should be aware that these costs could increase the closer to the Event Date that changes are made and you should contact us as soon as possible if you need to amend the booking.

- 6.2.** We may, at our discretion, allow you to transfer your booking to another person provided that such other person indicates their acceptance of these Terms and Conditions and satisfies the requirements set out in them and any requirements set out in our health and safety policies. In the event of such a transfer an amendment charge as set out in clause 8.1 shall be payable by you to cover the costs incurred by us in making this alteration, and in addition we will retain the Deposit which will not be refundable. We will make no refunds of any balance paid until the person taking over the booking has paid the amount of the total price which is due. We accept no liability to you if we refuse to transfer your booking to another person for any reason.

7. IF YOU CANCEL YOUR EVENT

- 7.1.** You may cancel your Event at any time. Your written notification must be received at our office. Since we incur costs in cancelling your Event, you will have to pay the applicable cancellation charges up to the maximum shown below. You will remain liable for any losses arising from your/the Participant's breach of the terms and/or conditions of the Contract.

Time before Event that notice of cancellation is received by us	Percentage of Event price Payable by the Participant
Less than 15 days	100%
More than 16 days but less than 1 month	95%
More than 1 month but less than 2 months	90%
More than 2 months but less than 3 months	80%
More than 3 months but less than 4 months	65%

8. IF WE CHANGE OR CANCEL YOUR EVENT

- 8.1.** It is unlikely that we will have to make any changes to your Event, but we do plan Events many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your Event. For example, if the minimum number of Participants required for a particular Event is not reached, we may have to cancel it. In those circumstances we would provide you with a full refund of the Event Fee. If we cancel the Event we will not be liable for any indirect or consequential loss

suffered by you such as, but not limited to, loss of earnings, equipment or travel arrangements.

- 8.2. Force Majeure: This means that we will not pay you compensation if we have to cancel or change your Event in any way because of unusual or unforeseeable circumstances beyond our control (see the definition of Force Majeure in Clause 1 above).

9. OUR LIABILITY TO YOU

- 9.1. Our obligations and those of our suppliers providing any service or facility included in your Event are to take reasonable skill and care to arrange for the provision of such services and facilities and where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care.
- 9.2. By signing this agreement, you agree that we will not be liable for any consequential loss arising from any breach of this contract including but not limited to lost job opportunities, wages or transport.

10. BEHAVIOUR

- 10.1. Whilst an Event is in progress you will act at all times in accordance with all reasonable instructions from us and/or the Event Marshals.
- 10.2. We may exclude you or the Participant from the Event or any part thereof at any time (including during the Event itself) if we are of the opinion that you or the Participant are likely to prejudice the good order, discipline or safety of the Event, including as a result of failing to comply with a Marshal's instructions, breaking any law or failing to adhere to the Code of Conduct, provided that we exercise our discretion reasonably in this regard. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result of our decision to exclude you/the Participant.
- 10.3. In the event of you/a Participant being excluded from the Event under the provisions of this clause, no refunds will be given and we will not be responsible for and you agree to indemnify us against any costs arising.

11. HEALTH AND SAFETY

- 11.1. By signing the declaration on the booking form you confirm that you do not suffer (or have ever suffered) from any pre-existing medical condition that may prevent you from actively participating in the Event other than those that have been declared to us.
- 11.2. If you/the Participant has any pre-existing medical condition, illness or disability, are undergoing medical treatment or, since entering into the Contract, develop any medical condition, illness or disability or undergo any medical treatment you must give us full particulars at the earliest opportunity and at the latest thirty (30) days before the Event Date. If it is later discovered that a pre-existing condition was not declared within the specified time, and such condition would, if we had knowledge of it, led to our refusal to accept or to cancel your booking, we reserve the right to withdraw you/the Participant from the Event without any refund or recompense. In such event, you shall reimburse to us any reasonable costs, losses or

expenses which we incur or suffer as a result. In the event of a Participant being withdrawn from an Event, no refunds will be given and we will not be responsible for (and you agree to indemnify us against) any costs, claims, losses and expenses arising.

- 11.3.** If the information provided by you is incorrect and we discover that the correct information affects your/the Participant's suitability to take part in the Event, we may terminate the Contract and withdraw you/the Participant from the Event without refund or recompense, including during the Event. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result. In the event of a Participant being withdrawn from an Event, no refunds will be given and we will not be responsible for (and you agree to indemnify us against) any costs claims losses and expenses arising.

12. DATA PROTECTION AND PUBLICITY

- 12.1.** We shall ensure that proper appropriate security measures are in place to protect your personal data (as defined in the Data Protection Act 1998). When you make a booking, you consent to all the information you provide being passed on to our suppliers, agents, sub-contractors, insurers, medical organisations that may need to treat you or comment on your health, employees or Participants whether based inside or outside the European Economic Area for the purposes of our providing you with the Event.
- 12.2.** By agreeing to these terms and conditions, you/the Participant consent (unless otherwise stated on your Booking Form) to our staff taking photographs and or video footage of you/the Participant during the Event and that these images may be used by us for publicity and training purposes including, but not limited to, in brochures, websites and, marketing material. We shall retain and own exclusive Copyright in all such materials.

13. IF YOU HAVE A COMPLAINT

- 13.1.** If you have a problem during your Event, please inform an Event Marshal immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up by writing to our office at the Granary, Shoelands Farm, Puttenham, Surrey. GU101HL, giving your booking reference and all other relevant information and where possible evidence. We must receive any such complaint not later than 28 days of the date of your return from the Event. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.
- 13.2. It is strongly recommended that you communicate any complaint during the event in question to our representative without delay and complete a report form whilst on the Event.**
- 13.3.** If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint and ensure your continued participation in the Event and this may affect your rights under this Contract as you will have failed to have

mitigated (minimised) your losses and will be unable to recover compensation for this element subsequently.

14. INTELLECTUAL PROPERTY AND RESEARCH DATA

- 14.1. The Participant agrees that any written, video, film or photographic works we produce during the Event that features the participant shall be the sole property of and sole copyright of Adventure Lifesigns Limited and may not be duplicated or used for any purpose whatsoever by the Participant unless expressly permitted to do so in writing by one of our Company Directors.

15. GENERAL

- 15.1. We shall be entitled to novate or assign the Contract or any part of it to any third party. You shall not be entitled to assign the Contract or any part of it without our express written consent.
- 15.2. By agreeing to these terms and conditions, you agree that the contract shall be governed by English Law, and you agree to the exclusive jurisdiction of the English Courts.
- 15.3. If any of these terms and conditions are found by any Court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Contract and the rest of the condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.
- 15.4. Where the context so admits, words denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint Events, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner.
- 15.5. A person who is not a party to the Contract or these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

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