

## Terms & Conditions - The Fundraising Agency Limited Events.

Superhero in the City, Santa in the City, Halloween in the City are running or virtual running events ("events") managed, operated and owned by event owners, TFA Limited ("event owners"). TFA Limited is the trading name of The Fundraising Agency Limited, registered company no. 9594972.

All potential and actual participants in the events in these terms and conditions will be referred to as ("participants")

I understand that by entering any of these events that I agree to the event terms and conditions and the terms set out in this document and information on the event websites

[www.santainthecity.co.uk](http://www.santainthecity.co.uk) (Including My Santa Run)  
[www.superherointhecity.co.uk](http://www.superherointhecity.co.uk)  
[www.halloweeninthecity.co.uk](http://www.halloweeninthecity.co.uk)

I agree to participate in any of the events entirely at my own risk and that no responsibility or liability whatsoever shall attach to any event owners, event sponsors, event directors, or any person involved in the organisation of the event for any injury, accidents, loss or damage suffered by me in, or by reason of the event, however such may be caused.

I am healthy and am fit enough to complete this event. The distance I choose to run or cycle is based on my previous experience and I will be completely responsible for the safety of myself and others when for taking on the challenge of running or cycling the set distance I choose.

Please read these terms carefully before you enter any of the events or purchase any running places or merchandise. These terms and conditions tell you how we will provide events, products, services and merchandise to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

I understand that I have read, understood and confirmed my acceptance of these terms and the disclaimer when entering the event. If I have any queries I will contact TFA Limited on 0333 4441189 or via [enquiries@tfaltd.co.uk](mailto:enquiries@tfaltd.co.uk) before accepting.

## **Associated Risk**

I am aware of the physically strenuous nature of this event, the risks both medically and physically. I confirm I am healthy and fit (physically and medically) enough to complete this event and take complete responsibility for my health and fitness for the distance I choose to run. I accept that should any medical or physical condition or issue arise prior to the event or during the event, which affects or is likely to affect my ability to participate or continue to participate at the event, I must alert the event organisers and will be fully responsible to withdraw immediately from the event in accordance with these conditions. This may result in no refund of my registration fee or receipt of any event merchandise.

I completely understand that I must train for the event and the distances I set myself. If I have not exercised before or for some time or are not sure what level of fitness is required for any of the events, I understand that I must consult my doctor and document when this took place before commencing my training for any of the events. I understand that I will take full responsibility for doing this.

## **Online Entry**

By submitting an application online or directly with event owners and officials, I agree I must pay any stated event registration fees, booking fees and other costs (e.g. VAT, merchandise, postage, return postage) for entry into any of the events. I understand and agree to abide by these terms and conditions, the instructions given by the organiser and event owners.

When entering on behalf of other individuals or organisations, by agreeing to the event entry terms and conditions (T&C's) and waiving myself, I agree that all other entrants in my booking accept and agree to the terms and conditions and the instructions given by the event owner and event officials. I agree that when entering and accepting the event T&C's I give consent for my personal details and any other entrants in my booking to be shared with the event owners team and delivery partners. They will only use this information to confirm participant's attendance, communicate to participants about this and future events and allow them to issue further information to me or others in my booking, before, during or after the events. This includes further information about partners, any changes to the website, other information that would be useful to share in the event providers opinion or to confirm that I have signed the event waiver, plus to the event support team, such as medical professionals, marshals, partners or the event team.

I understand that other partners may contact me with details about the work they do and other products, services or events they run if I opt in and grant

them permission to contact me. This is actioned by me and to stop receiving their information i must contact them directly.

If I have entered by any third party route, charities, companies or any other route, I understand that I also am agreeing to these T&C's and any issues with my booking will be the responsibility of the third party I booked my place through. Event owners or our event delivery partners will not take any responsibility for any problems with your booking.

Neither I or any other individuals in my booking shall be eligible or entitled to participate in the event until full payment of the entry fee has been received by event owners and agreed to the waiver/terms & conditions. No payment shall be deemed to have been received until the event owner has received cleared payment.

I agree that if I have registered someone under the age of 16 (on the day of the event), I agree that I have gained consent from them to populate their details into the registration form and I agree on their behalf acceptance of this waiver agreement. I also agree that I will be completely responsible for them during the registration process, at the event and beyond the event.

The event owners will be requesting photos of participants via social media and email. I agree that any images that I or other junior members I have registered, which are sent to the event owners, can be used for display on the website, Social Media accounts, print materials or other promotional or external public facing communication purposes of the events. By agreeing to these terms and conditions I and on behalf of anyone else in my booking.

### **Withdrawal Policy**

I agree to accept the terms of the events as follows.

The cost of running or cycling places and booking fees will not refunded under any circumstances unless agreed by the event director. Running places maybe transferred, but all costs will be paid for by the participant. In the event of event cancellation all runners/charities who bought places will be offered the option to transfer their place to another person or the same number of places free of charge for future events. No refunds will be given in the event of the event being cancelled and by agreeing to these T&C's I completely understand that.

I agree that if I have signed up via a third party booking site, I will contact them if I wish to withdraw or defer my place. I understand that event owners

or our event delivery partners will not take any responsibility for any problems with your booking withdrawal if completed via a third party.

### **Email Communication**

Event owners primarily use email to communicate with all potential, actual participants and registered entrants. By entering this event, I agree to receive emails regarding this specific event and future event owners events. We may send you emails but you may withdraw from these email at any point by unsubscribing to future emails by clicking the UNSUBSCRIBE link where present or following the unsubscribe process which is included in the emails sent. This maybe in cases a request to email the word 'REMOVE' to an email address detailed in the communication.

Event owners cannot be responsible if any of the events information does not reach the intended recipient by email. The onus is on the participant to ensure that their spam filters will allow event emails through, for example by adding [enquiries@tfaltd.co.uk](mailto:enquiries@tfaltd.co.uk), [santa@tfaltd.co.uk](mailto:santa@tfaltd.co.uk), [superhero@tfaltd.co.uk](mailto:superhero@tfaltd.co.uk), [halloween@tfaltd.co.uk](mailto:halloween@tfaltd.co.uk) to their approved email list and address books. Event owners can only be responsible for ensuring that the email address provided is the one to which any of the events emails are sent. All specific event details and event information packs that are sent to participants are also posted on all of the events website pages. We will only telephone you in relation to the events, upon request or if you have left a message asking us to get back in contact or if we need you to complete part of your registration which will restrict you from participating.

### **Event Equipment**

We strongly discourage the use of any equipment that acts as an impediment to hearing or concentration when taking part in the event. This includes, but is not limited to, mobile telephones, personal stereos, MP3 players or any other similar equipment. Event owners cannot be responsible for accidents resulting from taking part with such equipment.

### **Personal Identification**

Should registration be required for any of the events; I realise that I must produce appropriate personal identification acceptable to Event owners and our event delivery partners.

- I understand that if I am accompanying anyone under the age of 16, I will be responsible for them at all time during the events and take necessary measure to ensure their safety at all times. I understand that this is completely my responsibility and under no circumstances will be the responsibility of the event owners for any of the events..

- I understand that if I am less than 16 years of age I am not required to produce photo ID, but must be accompanied by an adult during the event at all times.

### **Media and Photography**

I understand and accept that media professionals may take photographs and video footage of the event and its participants for use to publicise and promote the events, event owners events and sponsors. If I or anyone else does not wish to be part of any filming or photographs, I must ensure I take necessary action to ensure this. It is my responsibility to ensure this for any participants under 16 years old I may have registered or am accompanying at the events. This may also include local media to my location.

### **Taking part for a charity**

If I am participating for a charity entry in any of the events, event owners cannot accept any responsibility for participants failing to raise the required amount or control the communications from the charity. Participants will need to unsubscribe from charity communications directly and this is not a responsibility of event owners. By accepting a charity place for any of the events or by choosing to raise money for a charity during the entry process, I consent to event owners making my contact details (name, address, email address and telephone numbers) and those who I have registered available to the charity concerned if I give consent.

### **Timing and Results**

The event is not a timed event and no event results will be published. Any timing is the responsibility of participants and the event owners will not be providing any support with timing or publishing results. The event owners may publish information about individual or group participants on an ad-hoc basis.

### **Removal of Participants**

The event owners and event delivery partners reserve the right at any time to remove participants from the event or to prevent participants participating in any of the events if in the event owners sole discretion, it considers such action is necessary for safety reasons or the proper enjoyment of the event by other participants or for any other reasonable reason. No refund of the event fee, booking fees, postage, returns fees, VAT or any other monies paid to event owners or event partners shall be made, if the participant has acted negligently, maliciously, inappropriately (including during the registration process) with willful misconduct or otherwise without due care and attention for the event, event owners, general public, other participants or other groups, so as to cause his/her removal. The event directors decision is final and by accepting these terms and conditions I agree to this.

### **Reselling or Swapping running or cycling place**

I agree that participation in the event is personal to me. If I wish to transfer my place in the event or allow any other person to wear my number that is my responsibility to action and cover all costs.

### **Liability/ Responsibility**

Whilst the event owners and our event delivery partners take every care with staging the event, I acknowledge that personal accident and personal items insurance is my (the participants) sole responsibility. The event owners advise that you must not to use any personal equipment of value at the event and I understand that if I choose to it is my responsibility and I will be liable for any damage to personal or private property or to myself. The event owners or our event delivery partners shall not be liable to the participant for any loss or damage of or to personal equipment belonging to the participant, or any indirect or consequential loss or damage whatsoever arising out of the participant taking part in the event; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity. Event owners or event delivery partners will not be liable for any actions of any spectators or other third parties. Nothing in this agreement shall affect our liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

### **Data Protection**

I agree for the purposes of this condition; personal information includes medical data collected for health and safety purposes ("personal information"). I agree that my personal information can be stored, used by event owners and shared with their event partners in connection with the organisation, staging and administration of the events. I agree that my personal information and data may be used by the event owners and their event partners in connection with the compilation of statistical information and to improve health and safety procedures at this and future events.

I agree that my personal information can be used by the event owners and the event partners when I give consent for the purposes of:

- Providing further event information for the current and future events
- The promotion and marketing of the events by adding me to a mailing list to keep me informed about this event and any future events and services which I may be interested in, such as leisure activities relating to either similar types of events or activities.
- Information about our event partners

- Where I can purchase or download photos from the events or future events.
- Future events operated by event owners.

Event owners shall take all necessary steps to ensure that personal Information or marketing information pertaining or relating to me which comes into the possession or control of event owners or their event partners shall not be used or reproduced in whole or in part in any form except for the purposes outlined in these conditions.

If I would not like event owners or our event partners to use the marketing information or personal information I supply when entering other than for purposes related solely to my participation in the event, I do not need to opt in or am aware that I can e-mail

Event owners at [enquiries@tfaltd.co.uk](mailto:enquiries@tfaltd.co.uk)

or

[enquiries@tfaltd.co.uk](mailto:enquiries@tfaltd.co.uk)

or

call the event team on 0333 4441189.

I am aware that by agreeing to the terms and conditions I will receive a emails which will include information and latest updates on the events, future events and information about the event charities and PARTNERS.

### **Additional Sharing of Data**

If I elect to hear from a particular event partner during my entry by opting in, I agree that my Personal Information be passed to said partner and accept that I will be contacted by the partner. I understand I will be automatically opted out of receiving such communication at any time, unless I give consent. If I elect to enter any event partner competition or promotion during the entry form, I agree to my personal information being passed to the event partner for the purposes of the promotion if I chooses to opt in.

### **Participants personal information**

We will keep your personal information securely and will only share your data when you have instructed (as per registration form) it is ok for us to do so. As

a registrant for the events we will use your email address and registered address to send you information and merchandise before the event.

Post event, your First Name, Surname and email address will be kept securely so we can send:

- Post event information
- Information about future events
- Details of any lost property we may believe that belongs to you.

You will have the opportunity to unsubscribe by clicking the relevant link in the email or following the process detailed in the emails sent to you.

### **Fees**

Entry fees must be paid at the time of entering the event. All Fees are inclusive of VAT at the rate of 20% VAT. This is charged via the online portal or shown on invoices sent out. If your entry is accepted the fee is non-refundable other than as otherwise stated in the withdrawals policy. There is a booking fee applicable on all entries, which is from £1.00 per entry.

### **Charity donation**

We're stated for the particular event a charity donation that will be donated is as stated on the home page of the event websites. Charity donations will not be made for child registrations or complimentary places. The payment of the charity donation will be made to the chosen charity by an agreed date on the particular event website. All donations are at the discretion of the event owners.

### **Start Time Alterations**

Event owners and our event delivery partners reserves the right to alter the start time of the event. In the event of a change of start time the participants will be notified of the revised start time via the event websites and by email if possible. No refund in full or in part shall be made for any change in start time for an event.

### **Distance and Course Alterations**

I am aware that understanding the course distance is my responsibility. I am not able to change the course, or make any other amendments to the events at any time. Compensation will not be payable if we are forced to cancel, or in any way change the event due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather



conditions, pandemic or epidemic, Government advice or other circumstances amounting to force majeure.

Event owners or our event delivery partners reserve the right to amend the event format (for example shortening the distance) or cancel the event due to circumstances beyond its reasonable control or for any safety related reason. In the event of the event being cancelled event owners will not provide the participants with a full refund, but will offer a place in the following years event, with no further liability whatsoever arising from such cancellation. Event owners and our event delivery partners cannot be held responsible in any way for any monetary or non-monetary loss, inconvenience or any other circumstances outside of our control, including non-refund of events fees.

Some events require a minimum number of participants to operate and we reserve the right to cancel the event if it does not reach the required numbers. Event owners does not accept responsibility for the acts and or omissions of employees, volunteers, agents and suppliers where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the value of the entry fee of this particular event.

Event owners or our event delivery partners accept no responsibility for death, injury or illness caused by the negligent acts and or omissions of our employees, volunteers or agents together with our suppliers and sub-contractors, servants and or agents of the same whilst acting within the scope of, or in the course of the event.

If any participant suffers death, illness or injury arising out of an activity which does not form part of the event arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, providing we are advised of the incident within 90 days of the occurrence. Where legal actions are contemplated, our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves.

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of the English Courts at all times.

Our event delivery partners or event owners cannot be held responsible for the temporary withdrawal of facilities and activities due to maintenance, unstable weather conditions, any other reasons or lack of support. Similarly, there may be occasion where certain advertised schedules, entertainment or amenities are

changed, cancelled or curtailed. Further, the operation of certain amenities and facilities may be subject to local licensing laws. Government or local authority restrictions may also dictate the use of certain facilities, in the cause of conservation.

### **Registration & Booking Fee**

I understand that all event participants will be registered via the 'Active' online registration portal. Event payments include a booking fee which is applied at the 'check out' is a one-off charge based on the total order amount. The booking fee goes towards the costs involved in running or cycling the online entry system which includes securely processing the booking from beginning to end, paying the card processing charge as well as the costs of holding participant data in a secure environment. I accept that under no circumstances is the booking fee will be refunded. I also understand that when I register for this event I am doing so on the 'Active' website and not the event owners website and the booking fee will be paid to:

Active Network, LLC  
717 North Harwood Street  
Suite 2500  
Dallas, TX 75201

<https://www.activeendurance.com/home>

### **Final Decision**

All decisions and rulings by the event owners, its employees, volunteers and its agents are considered final. Accordingly, I agree to comply with all event rules and all instructions and guidelines given by our event delivery partners event team, event crew, stewards, marshals, and safety personnel. I acknowledge and agree that the event owners will use our event delivery partners to organise and run the event and will have sole authority and be the final arbiter on all decisions relating to the safety, running or cycling and organisation of the event, the rules of the event, the timings/finish times and the placings.

### **Merchandise**

#### **Outfits provided by the event owners**

Merchandise consists of items listed below and on the particular event websites. For the purpose of this section the term '**Outfit**' will to all merchandise listed below and on event websites.

Additional outfits are available for purchase from the registration shop. The range of products available are listed below. All items are subject to availability and no refund will be given once a purchase has been made. I understand that if the item is not available I will be offered an alternative product.

Additional merchandise available is

#### Medal

Any 2020 event medal	£ 7.49
Any 2019 event medal	£ 1.99

#### Superhero in the City cape & mask

Blue (Adult)	£ 6.99
Red (Adult)	£ 6.99
Black (Adult)	£ 6.99
Superman/girl (Child/Small Adult)	£ 5.49
Spiderman/girl (Child/Small Adult)	£ 5.49
Batman/girl (Child/Small Adult)	£ 5.49
Robin	£ 5.49

Santa in the City Suit	£9.99
Halloween in the City suit	£10.00
Halloween merchandise (headgear)	£5.00

#### Superhero Mask

Captain America	£ 1.79
Batman/girl	£ 1.79
Superman/girl	£ 1.70
Spiderman/girl	£ 1.79
Robin	£ 1.79

#### Superhero wristband

Superman/girl	£ 0.99
Spiderman/girl	£ 0.99
Batman/girl	£ 0.99
Robin	£ 0.99

There are discounts for additional amounts. Please see Registration online shop for full details. Postage and packing (P&P) is additional on all items and will be charged according to the number of items ordered. Minimum P&P is £4.50.

VAT is inclusive, but will be added where relevant to do so, which will be shown as a separate item on any invoice sent.

Please contact event owners in advance of the event If you have any issues or questions about the merchandise as no refund will be given once a purchase has been made. Items are all subject to additional postage costs as detailed in the

online and we will where we can fulfil orders to addresses outside the UK. The event owners reserve the right to refuse any orders if additional postage charges are needed and not paid. The event owners cannot be held responsible for any issues caused by the outfits and you must seek the appropriate advice in advance if you have any concerns or want more information about the outfits.

All entrants are welcome to wear their own outfits, but do so at their own risk.

If our supply of the merchandise is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any merchandise you have paid for but not received.

Delivery is by Royal Mail 2<sup>nd</sup> Class. We cannot be held responsible for any order not arriving due to incorrect information being supplied. In the event of an honest mistake or genuine 'lost in post' situation we will look to replace your item subject to availability or provide a refund where possible or applicable.

The merchandise will be your responsibility from the time we deliver the product to the address you gave us. You own the merchandise once we have received payment in full.

Whilst we try and ensure that all details, descriptions and prices that appear on the website are accurate, errors may occur. If we discover an error in the price of any merchandise which you have ordered, we will inform you of this as soon as possible and give you the option of either re-confirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the merchandise, you will receive a full refund.

Where applicable, prices are inclusive of VAT. All prices are based on GBP Sterling (£). Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable. You must pay for the merchandise before we dispatch it and your credit or debit card will be charged.

For most merchandise bought online you have a legal right to change your mind within 14 days and receive a refund if the items have not been opened or removed from the packaging they arrive in. Our decision will be final on this matter. These rights, under the Consumer Contracts Regulations 2013, are not affected by the terms offered.

You may cancel your order (or any part of it) and return your merchandise for any reason before dispatch or within 14 days after the date of delivery by calling us on 0333 4441189 or e-mailing us at [enquiries@tfaltd.co.uk](mailto:enquiries@tfaltd.co.uk). Again you will only receive a refund if the items have not been removed from the packaging they have been sent in.

You will lose your right to cancel after the expiry of the 14 day period referred above (this does not affect your rights if there is any problem with the merchandise). In relation to merchandise delivered to you, you may need to take delivery of the merchandise before you can cancel your order if we have arranged for delivery of merchandise before we receive your notice of cancellation. This does not affect your rights.

When you change your mind and notify us as described above, we will refund you the price paid for the cancelled order (or part of the order cancelled), less any deductions such as administration, booking or postage fees. We will pay the refund within 28 days after the day you request.

If you have received any merchandise you must arrange for the return of the merchandise as soon as possible and in any event not later than 14 days after the day on which you cancel your order, You will be responsible for the cost of returning the merchandise and your refund if agreed by the event owners will be processed once merchandise items are received and verified that are not damaged.

You must not use the merchandise (except to the extent reasonably necessary to inspect and examine it) and take care of it while it is in your possession. We reserve the right to make a deduction from the amount of any refund for loss in value of the merchandise returned where the merchandise show signs of unreasonable use. If there is any problem with your merchandise, or if it is defective or damaged you must notify us as soon as is reasonably possible. Claims may be reduced or rejected if we have not been given an opportunity to put matters right.

We may end the contract for the purchase of merchandise at any time by writing to you if you do not make any payment to us when it is due, you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the merchandise or you do not, within a reasonable time, allow us to deliver the merchandise to you or collect them from us.

If we fail to comply with these terms, we are not responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill,. We are also not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We only supply the merchandise for domestic and private use. To the extent not prohibited by law we will have no liability to you if you use the merchandise for any commercial, business or re-sale purpose, for any loss of profit, loss of business, business interruption, or loss of business opportunity.

As a consumer, you may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in the Agreement is intended to limit your legal rights as a consumer.

### **Amendments to these T&C's**

These T&C's may need to be amended at any stage. In the event of any amends I agree to allow event owners or event delivery partners to send me a new version.

The events are owned and administered by event owners, TFA Limited. TFA Limited is the trading name for The Fundraising Agency Limited a UK registered company. Registered company no. 9594972

Latest version of T&C's produced 15<sup>th</sup> March 2020.