

## **The Fundraising Agency Limited - Terms & Conditions**

These terms and conditions relate to My Superhero Run, Superhero in the City, My Santa Run, Santa in the City, My Halloween Run, Halloween in the City, Ride Fest, London to Paris Cycle Challenge or other bespoke actual and virtual events. All any of the events listed above and any bespoke events will be referred to as "**events**" in the following terms and conditions.

All events are managed, operated, and owned by The Fundraising Agency Limited. The Fundraising Agency Limited is registered company no. 9594972 and uses TFA Limited, TFA and TFA Events as trading names. Throughout these terms and conditions, The Fundraising Agency Limited will be referred to as "**event owners**".

All events are supported by any of the events owners employees and associates. Throughout these terms and conditions, The Fundraising Agency Limited Directors, Employees and Associates will be referred to as "**event team**".

Event owners use third partners to support with the bookings, communications, promotion, safety, set up and de-rig, supply of merchandise, recycling and delivery of any of the events. They will be referred to as "**partners**" in the following terms and conditions.

All previous, future, existing, potential and actual participants, charities or member of the general public in these terms and conditions will be referred to as "**participants**".

Events will take place on dates set by any of the events owners and in these terms and conditions will be referred to as "**event day**".

By signing up or registering for one of the events I am agreeing to share my personal details, use the set forms to enter the events and participate in the events. In these terms and conditions will be referred to as my "**booking**".

Registration and Booking fees must be paid to events owners or partners to participate in any of the events and in these terms and conditions will be referred to as "**registration and booking fees**".

During the booking process participants may register others in any of the events. In these terms and conditions will be referred to as "**other entrants**".

All event websites are managed, operated, and owned by event owners. They are listed below and will be referred to as "**websites**" in the following terms and conditions.

Events owners, the event team and partners will use communications to share information with participants. They will be referred to as "**event communications**" in the following terms and conditions.

All communications are managed, operated, distributed and owned by event owners, their events team and partners. Email, website, social media, promotions at events, printed or verbal communication, promotion and marketing will be referred to as "**promotion**" in the following terms and conditions.

## **My declaration**

I understand that by entering any of the event owners events, I confirm that I have read and agree in full to these terms and conditions and the terms set out in these terms and conditions.

I also agree that by accepting the terms and conditions, that under no circumstances will the event owners, the event team or partners be held responsible for any financial or non-financial loss, damage or loss to my property, or any injuries, illness that I may suffer before, during or after the event.

## **Injury, illness and personal condition**

I agree to participate in any of any of the events entirely at my own risk and that no responsibility or liability whatsoever shall attach to any event owners, event team or partners of any of the events for any injury, accidents, loss or damage suffered by me in, or by reason of any of the events, 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 taking on the challenge of

running or cycling the set distance I choose. If I am in anyway unsure or have had any injury or illness six months before any of the events day, I confirm that I have advised any of the events team and have consulted a qualified doctor, nurse or other medical professional to get approval that any of the events are suitable for me to participate and have provided any of the events owners a record of this notification in advance of any of the events day. I confirm that, in any of the events that, I am have not supplied this record to any of the events I should not be participating in any of any of the events under any circumstances.

Please read these terms carefully before you enter any of 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 registering or entering any of the events via any of the events website or with any of the events team. If I have any queries I will contact TFA Limited on 0333 4441189 or via enquiries@tfaltd.co.uk before accepting.

### **Associated Risk**

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

I completely understand that I must train for any of the events 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 any of the events, I understand that I must consult my doctor and document when this took before commencing my training for any of any of the events. I understand that I will take full responsibility for doing this.

### **The Events**

The events are that these terms and conditions refer to are My Superhero Run, Superhero in the City, My Santa Run, Santa in the City, My Halloween Run, Halloween in the City, Ride Fest, London to Paris Cycle Challenge. Each of the events are supported and managed by the websites, which is listed below.

[www.santainthecity.co.uk](http://www.santainthecity.co.uk)  
[www.mysantarun.co.uk](http://www.mysantarun.co.uk)  
[www.mysantarun.com](http://www.mysantarun.com)  
[www.mysantarun.org](http://www.mysantarun.org)  
[www.superherointhecity.co.uk](http://www.superherointhecity.co.uk)  
[www.mysuperherorun.co.uk](http://www.mysuperherorun.co.uk)  
[www.mysuperherorun.com](http://www.mysuperherorun.com)  
[www.mysuperherorun.org](http://www.mysuperherorun.org)  
[www.halloweeninthecity.co.uk](http://www.halloweeninthecity.co.uk)  
[www.myhalloweenrun.co.uk](http://www.myhalloweenrun.co.uk)  
[www.myhalloweenrun.com](http://www.myhalloweenrun.com)  
[www.myhalloweenrun.org](http://www.myhalloweenrun.org)  
[www.ladies5.co.uk](http://www.ladies5.co.uk)  
[www.thefundraisingagencylimited.co.uk](http://www.thefundraisingagencylimited.co.uk)  
[www.tfalimited.co.uk](http://www.tfalimited.co.uk)  
[www.ridefest.co.uk](http://www.ridefest.co.uk)  
[www.runforcharity.com](http://www.runforcharity.com)  
[www.activeendurance.com](http://www.activeendurance.com)  
[www.active.com](http://www.active.com)

### **COVID-19 Compliance**

Whilst we all hope that things will be back to a sense of normality, we are redesigning our events to be COVID-compliant with some key guiding principles in place.

We have spent time creating and delivering COVID-secure events and so we're applying everything we've learned to our events going forward.

We'll be making sure the whole event, meeting areas, start and finish areas, the course and all of our marquees and exhibitors meet with government guidelines:

- Hand sanitising points through the meeting areas and course.
- Regular sanitising of event furniture throughout the course.
- Socially distance viewing areas monitored and managed by our event team.
- Socially distanced event furniture (marquees, flags, banners, barriers and volunteer stations) spread across a larger space.
- Strict 2m queuing regulations.
- Bigger meeting, start and finish areas.
- Temperature checks on arrival, plenty of hand washing and cleaning facilities, sanitisers, on site signs and marshals to make sure everyone sticks to the rules and we all keep each other safe.
- Event merchandise will be give out in packaging and by the event team who will be wearing gloves and masks.
- Masks, gloves and hand sanitiser available for participants.
- Socially distanced rules enforced through the event, including the traditional parade, when participants will be required to remain 2m apart at all times.
- Timed start so runners will be set off at a safe distance from one another.
- Strict 2m distance overtaking rule when running on the course.

We don't know what the situation will be when the events take place, but we'll share more details as we get closer, but we want you to know that we are ahead of the game and as restrictions are lifted by government, we can also lift our restrictions, but this way we are prepared and ready to deliver great events as promised.

### **Online Booking**

Online booking is one way to make a booking for a place in the events.

By submitting an application online or directly with event owners, the event team and or partners, I agree I must pay any stated event booking fees, booking fees and other costs (e.g. VAT, merchandise, postage, return postage) for entry into any of 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 any of the events entry terms and conditions and waiver myself, I agree that all other entrants in my booking accept and agree to the terms and conditions and the instructions given by any of the events owner and event officials. I agree that when entering any of the events I give consent for my personal details and any other entrants in my booking to be shared with any of the events owners, the event team partners. They will only use this information to confirm participant's attendance, personal details, communicate to participants and their family and friends, 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 any of the events. This includes further information about partners, any changes to the website, other information that would be useful to share to any of the events owners, event team, partners including medical professionals, marshals, volunteers or community officials and the emergency services.

I understand that the event owners, the event team or other event owners 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 via partner, charity, company, or any other partner, I understand that I also am agreeing to these terms and conditions and any issues with my booking will be the responsibility of the third party I booked my place through. Event owners, the event team or partners will not take any responsibility for any issues with your booking.

Neither I nor any other entrants in my booking shall be eligible or entitled to participate in any of the events until all of the following have been completed:

1. Full payment of the registration fees (including any administration charges) for your booking has been received by the event owners, the event team or partners.

2. A signed waiver/terms & conditions has been received by the event owners, the event team or partners.

No payment shall be deemed to have been received until any of the events owner, the event team or partners has received cleared payment.

I agree that if I have registered someone under the age of 18 (that is they are under 18 on the day of any of the events), I agree that I have gained consent from them and their parent or guardian to use their details to complete the booking form and I agree, on their behalf, acceptance of these terms and conditions. I also agree that I will be completely responsible for them during the booking process, at any of the events, and beyond any of the events.

The event owners, event team and partners are used to support the events and you may, during your booking, be transferred away from the event owners websites to complete your booking, obtain further information, for a purchase or for another reason that is related to any of the events. This is advised at the bottom of the home page if in place on the particular event website.

This process may involve you providing personal data information, personal financial information (credit/debit card details, bank account details, PayPal or other online payment details, send a cheque or handing over UK Sterling or international currency. When transferred to a partner website it will show their URL in the URL bar on your browser. You may be asked for your agreement to partner website terms and conditions, which is you agree to you are confirming that you have read and agree in full to the terms and conditions and the terms set out in these terms and conditions.

In any of the events any dispute in a partner terms and conditions will be an issue that needs to be addressed with them directly. The event owners will support you where they can. Partners website and promotional activity are not managed, operated, and owned by event owners. They are agreed with partners in advance and are used to support any of the events, the events, the booking process.

### **Withdrawal Policy**

By accepting the terms and conditions I agree to accept the terms of any of the events as follows.

If I wish to withdraw I will need to inform the event owners. The cost of you and other entrants running or cycling registration or booking fees will not be refunded under any circumstances unless agreed by any of the event owners. All bookings may be transferred, but all costs will be paid for by the participant. If any of the events are cancelled, all participants who completed bookings will be offered the option to transfer their place to another one of the events free of charge. No refunds of registration or booking fees will be given in any of the events if any of the events are cancelled and by accepting these terms and conditions you are in complete agreement with this.

I also agree that if I have made a booking for myself or other entrants up via a partner or a member of the event team, I will contact them if I wish to withdraw or defer my place and I will not be entitled to a refund of any of my registration or booking fees. I understand that the event owners or the event team will not take any responsibility for any problems with my booking withdrawal if completed via a partner.

### **Email Communication**

Event owners primarily use email to communicate with all potential, actual participants and registered entrants. By entering this event, you and other entrants agree to receive emails regarding this specific events and future events managed by event owners. You may also be sent emails from partners, but you may withdraw from these emails at any point by unsubscribing to future emails by clicking the UNSUBSCRIBE link or where present or following the unsubscribe process which is included in the emails sent.

This may be in cases a request to email the word 'REMOVE' to an email address detailed in the communication. By accepting these terms and conditions I accept the unsubscribe process.

Event owners will and cannot be held responsible if any of the events information does not reach the intended participant by email. The onus is on the participant and other entrants to ensure that their spam filters will allow event emails through, for example by adding enquiries@tfaltd.co.uk, santa@tfaltd.co.uk, superhero@tfaltd.co.uk, halloween@tfaltd.co.uk, ridefest@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 any of the events emails are sent. All specific details about the events are sent to participants and other entrants are also posted on all of any of the events website, partners websites and via communication channels. The event owners, event team and partners and will only telephone you in relation to any of the events, to request required information,

upon request from a participant, if you have left a message asking us to get back in contact or if we need you to complete part of your booking which will restrict you from participating.

### **Event communications**

Event owners will also use other ways (listed below) to communicate to all potential, actual participants and registered entrants. By entering this event, you and other entrants agree to receive communications via these other methods if you agree to receive them. That is if you agree to follow, join a group or request to receive information via any of the communication channels. Once you have requested the event owners cannot be held responsible for any information communicated via these channels, but any information which is deemed to be inappropriate by the event owners, event team, partners or other participants will be removed.

Social Media	Twitter, Facebook, TikTok, Instagram, Strava, You Tube
Website notifications	Pop ups, notices on all pages, website offers,
Website content	Listed on the events websites
Verbally	Prior to any of the events, at any of the events and after any of the events
Video	YouTube, Vimeo, WhatsApp, QuickTime and any other that any of the events owners use.
Smartphone & Online Apps	WhatsApp, Strava groups

In a case like this if the information has been communicated by a participant they will be removed from the communication channel and could then be restricted from attending the event. No refunds will be made in this situation.

It is also the responsibility of the participant to remove them self or stop following the communication channel.

Event owners will and cannot be held responsible if any of the events information does not reach the intended participant by email. The onus is on the participant and other entrants to ensure that their necessary settings will allow event communications through.

By agreeing to the events terms and conditions is your confirmation that you agree to this.

The event owners, event team and partners and will only contact you in relation to any of the events, to request required information, upon request from a participant, if you have left a message asking us to get back in contact or if we need you to complete part of your booking which will restrict you from participating.

### **Use of audio, visual or other electronic equipment at the events**

The use of any equipment that acts as an impediment to hearing or concentration when taking part in any of the events is prohibited. This includes, but is not limited to, mobile telephones, personal stereos, headphones, earphones, MP3 players or any other similar equipment that will provide audio, visual information or content. Event owners will be responsible or provide any liability cover for accidents or other damage caused resulting from taking part with such equipment.

### **Personal Identification**

When booking myself and other entrants it may be required to provide personal information. For any of any of the events; I realise that I must produce appropriate personal identification for myself and other entrants that is acceptable to event owners, event team and event partners.

I understand that if in my booking if there is anyone under the age of 18, I will be responsible for getting their permission or the permission of their parent or guardian for sharing their personal information. I agree to take necessary measures to ensure their safety at all times and only disclose the information that they or their parent or guardian are in agreement with. I understand that this is completely my responsibility and under no circumstances will be the responsibility of any of the events owners, event team or partners. I understand that if I am less than 18 years of age I am not required to produce photo ID, but must be accompanied by an adult during any of the events at all times.

I understand that the event owners, event team or partners may need to share the personal information of U18's to medical professionals, emergency teams (police, fire service, paramedics), officials who are linked to the events and other individuals who need to know. I am agreement that at the events any U18s in my booking are completely my responsibility at all times.

By agreeing to these terms and conditions I agree to this on behalf of any U18s in my booking.

### **Media and Photography**

I understand and accept that event owners, the event team, partners and participants may take photographs and record video footage or audio at any of the events of its participants for use to publicise and promote any of the events, participants 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 by advising the event owners in advance of my booking. It is my responsibility to ensure this for any participants under 18years old I may have registered in my booking or am going to accompany at any of the events. This may also include local media to my location.

Any of the events owners will be requesting photos of participants via communication channels. I agree that any images that I or others entrants in my booking, which are sent to any of the events owners, via email and channels defined below.

Social Media	Twitter, Facebook, TikTok, Instagram, Strava, You Tube
Website notifications	Pop ups, notices on all pages, website offers,
Website content	Listed on the events websites
Verbally	Prior to any of the events, at any of the events and after any of the events
Video	YouTube, Vimeo, WhatsApp, QuickTime and any other that any of the events owners use.
Smartphone & Online Apps	WhatsApp, Strava groups

By sharing with event owners I agree that the photos, images and audio can be used for promotion, for internal or external public facing promotions purposes for any of the events in the future, with the future being defined as from the point of image capture. By agreeing to these terms and conditions I and on behalf of myself and anyone else in my booking.

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

If I am participating for a charity entry in any of any of the events, event owners, the event team or partners 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 the responsibility of event owners, event team or partners. By accepting a charity place for any of 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. This will be sent via the event owners email to the charity contact for the event. If during entry you agree to this by mistake, the event owners, event team or partners will and cannot be held responsible for any resultant impact of this error by yourself. I agree to this when accepting these terms and conditions.

### **Timing and Results**

All of our events are not a timed events and no event results will be published. Any timing is the responsibility of participants and any of the events owners will not be providing any support with timing or publishing results. We in some case invite you to join a s Strava Club, which you do with your own consent and therefore agree to share the information on your Strava profile. Any of the events owners may publish information about individual or group participants on an ad-hoc basis.

### **Removal of Participants**

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

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

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

### **Liability/ Responsibility**

Whilst any of the events owners, event team and partners take every care with staging any of the events, I acknowledge that personal accident and personal items insurance is my (the participants) sole responsibility. Any of the events owners advise that you must not to use any personal equipment of value at any of the events 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. Any of the events owners , event team or 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 any of the events; 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, the event team or 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.

At all our events (except for the London to Paris Cycle Challenge) we do not have a bag drop facility. I understand that if I choose to attend with a bag or personal items it is my responsibility to keep them with me at all times and if my bags or any members of my bookings bags are left un attended they maybe removed and destroyed without notice.

### **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 , the event team and partners and shared with those who require it in connection with the organisation, staging, management and administration of any of the events. I agree that my personal information and data may be used by any of the events owners , the event team and partners in connection with the compilation of statistical information, provision of medical support, when the event owners, event team or partners need to, for emergency purposes and to improve health and safety procedures at this and future events

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

Providing further event information for current and future events

The promotion and marketing of any 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 partners, where I can purchase or download photos, purchase merchandise from any of 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, the event team or 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, the event team or partners to use the marketing information or personal information I supply when entering other than for purposes related solely to my participation in any of the events, I do not need to opt in or am aware that I can e-mail

Event owners at enquiries@tfaltd.co.uk

or

enquiries@tfaltd.co.uk

or

call any of the events 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 any of the events, future events and information about any of the partners.

### **Additional Sharing of Data**

If I elect to hear from a particular event owner, the event team or partner during my entry by opting in, I agree that my Personal Information can be passed to partners and accept that I will be contacted by the partner. If I elect to enter any event partner competition or promotion or purchase any merchandise, during the entry form, I agree to my personal information being passed to any of the partner for the purposes of the promotion if I choose 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 the registration form) it is ok for us to do so. As a participant for any of the events, we will use your email address and registered address to send you information and merchandise before any of the events.

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.

Should we need to contact you or anyone in your booking about the event or future events.

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 any of the events. 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 administration fee applicable on all entries, which is the cost paid by the participant and starts from £1.10 per entry. This fee is non-refundable in a situation where your fee is refunded.

I understand that the registration fee will be going to The Fundraising Agency Limited, a UK registered company Registered company no. 9594972. All administration fees will be going to Active Endurance.

### **Charity donation**

Where stated for the particular events a charity donation that will be donated is as stated on the home page of any of the events websites. Charity donations will not be made for child bookings 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 any of the events owners.



### **Start Time Alterations**

Event owners, the event team and partners reserve the right to alter the start time of any of the events. In any of the events of a change of start time the participants will be notified of the revised start time via any of the events 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 any of the events at any time. Compensation will not be payable if we are forced to cancel, or in any way change any of the events 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.

Events owners, event team and partners reserve the right to amend any of the events format (for example shortening the distance) or cancel any of the events due to circumstances beyond its reasonable control or for any safety-related reason. In any of the events of any of the events being cancelled event owners will not provide the participants with a full refund but will offer a place in the following year's 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 any of the events if it does not reach the required numbers. Event owners do 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.

Events owners, event team and 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 any of the events.

If any participant suffers death, illness or injury arising out of an activity which does not form part of any of the events 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 partners, event team 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 occasions 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.

### **Booking & administration fee**

I understand that all event participants will be registered via the Active' online booking 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 administration fee will be refunded. I also understand that when I register for this event I am doing so on the 'Active' website and not any of the events owners website and the administration 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 any of the events owners, the event team, partners, 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 any of the events owners will use our partners to organise and run any of the events and will have sole authority and be the final arbiter on all decisions relating to the safety, running or cycling and organisation of any of the events, the rules of any of the events, the timings/finish times and the placings, sponsorship, merchandise supply, registrations and administration process.

## **Merchandise**

Outfits provided by any of the events owners

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

Additional outfits are available for purchase from the online 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

Medals - from £7.99

Superhero in the City cape & mask - from £9.99

Superhero t-shirts - from £9.99

Superhero wristbands - £1.99

Santa Suits - from £9.99

Santa Hats - from £2.95

Cycling Shirts - from £25.00

There are discounts for additional amounts. Please see Booking 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 or the event team in advance of any of the events 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. Any of the events owners reserve the right to refuse any orders if additional postage charges are needed and not paid. Any of the events 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 any of the events, 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 2nd Class unless you pay for a faster delivery service. We cannot be held responsible for any order not arriving due to incorrect information being supplied. In any of the events 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 reconfirming 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. Refunds will only be made via BACS transfer and I understand that I must supply my bank details in order for the refund to be processed..

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. Additional handling or administration fees maybe charges by our partners, which you will be liable for in advance of receipt of my order.

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. 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 to 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 any of the events 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 or 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 Terms and conditions**

These Terms and conditions may need to be amended at any stage. In any of the events of any amends, I agree to allow event owners or event delivery partners to send me a new version.

Any of 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

The latest version of Terms and conditions produced on 15th December 2020.