

**JULIA'S HOUSE – THE DORSET & WILTSHIRE CHILDREN'S HOSPICES
GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS**

1 GENERAL

- 1.1 These terms and conditions (**Terms**) apply to all events organised for the benefit of, or events for which entry places are provided by, Julia's House – The Dorset & Wiltshire Children's Hospice (each an **Event**). By registering for an Event, you agree to comply with these Terms.
- 1.2 Julia's House Limited is a registered charity and a private limited company with company number 03465868 and its registered office address at Julia's House, Ground Floor, Allenvie House, Hanham Road, Wimborne, BH21 1AS (**Julia's House**). Registered Charity No. 1067125.
- 1.3 All Events are on behalf of Julia's House and will be organised or hosted by different providers depending on the Event in question. To the extent a provider has its own terms and conditions which apply to the Event, these will be provided to you. By registering or participating in the Event you are agreeing to comply with the relevant provider's terms and conditions.
- 1.4 A representative of Julia's House and/or, where applicable, a representative of the Event provider, will be in attendance at each Event (**Event Representatives**).
- 1.5 If you have any questions please contact Event Fundraising on 01202 644220 and a member of the team will be happy to help you.
- 1.6 For the purposes of these Terms, references to "you" mean the individual registering for an Event, and "your" shall be understood accordingly.

2 PARTICIPANT ENTRY

- 2.1 In order to participate in an Event you must provide a completed registration form and, where applicable, pay the entry fees.
- 2.2 Under 18 year olds are only permitted to take part in certain Events. If this is permitted for an Event this information will be made available to you. If you are under 18 years old you must get permission to take part from your parent or guardian before registering and your parent or guardian must sign a permission form confirming this. You must also be accompanied by a responsible adult at the Event.
- 2.3 For all overseas treks, the minimum age is 18.
- 2.4 Julia's House reserve the right at any time (whether before or after you have registered for an Event), without liability, to refuse participation to you or any other participant without providing a reason.
- 2.5 You will immediately inform Julia's House if for any reason you may not be able to participate in the Event unless paragraph 4.3 below applies. Julia's House is not required to refund or pay any of your costs due to you not being able to participate in the Event. Payments received by Julia's are donations and not a payment in return for the provision of services.
- 2.6 Julia's House reserve the right to close access to the Event location at or after the time notified to you in advance. If you have not finished the Event by this time but you choose to continue you do so at your own risk with the understanding that you are no longer considered a participant of the Event and as such you are not eligible for any Event resources (including but not limited to check points, refreshments, course direction/support, personnel and event insurance etc.). You shall progress entirely at your own risk and, subject to paragraph 11, Julia's House shall have no liability in this regard.

3 ENTRY FEES

- 3.1 Entry fees for each Event are set out on the Julia's House website.
- 3.2 Entry fees and any applicable transfer costs such as travel costs are non-refundable unless paragraph 4.3 below applies.
- 3.3 Entry fees and transfer costs are deemed to be a contribution towards the administration costs of putting on the Event. The entry fees and transfer costs paid are a charitable donation and a contribution towards administrative costs.
- 3.4 Julia's House cannot guarantee availability of places on any particular Event.

4 CHANGES, CANCELLATIONS AND LAST MINUTE ARRANGEMENTS

- 4.1 If you arrive late to an Event you must abide by the instructions and decisions of the Event Representatives in attendance at the Event. For health and safety reasons it is possible that latecomers will not be permitted to take part.
- 4.2 Julia's House reserve the right without liability to:
 - 4.2.1 reduce or alter Event courses at any time for any reason without prior notice;
 - 4.2.2 postpone an Event at any time for any reason without prior notice; and
 - 4.2.3 postpone or cancel an Event at any time for any reason outside of our reasonable control (**Force Majeure**), including but not limited to an epidemic, pandemic, or adverse weather conditions.
- 4.3 If Julia's House cancels an Event at any time for any reason without prior notice (excluding Force Majeure) and the Event is not re-arranged for a new date, Julia's House will refund your entry fees to you where you do not agree to donate the entry fee paid to us.

5 CONDUCT

- 5.1 You are fully responsible for your actions whilst taking part in an Event. Julia's House do not accept responsibility for your actions, nor the consequences of such actions.
- 5.2 You shall, and your supporters shall, abide by the rules and any rules, instructions or regulations displayed or given on the day of the Event by police and/or Event officials.
- 5.3 Julia's House respectfully asks that you and your supporters do not use aggressive or abusive language towards the Event organisers, Event Representatives, marshals, officials, volunteers and other participants. You should also avoid behaving in a way which may cause injury or harm to other participants and/or spectators, or which may cause offence or damage the reputation of Julia's House.
- 5.4 You shall, and your supporters shall, be respectful of local residents, not make excessive noise and use the litter and recycling facilities available.
- 5.5 Julia's House operate a no smoking policy at Events. Julia's House ask you and your supporters to refrain from smoking during the Event and at the thank you party.
- 5.6 Where you are given a participant number, checkpoint card and/or timing band for an Event, you must wear that participant number as directed for the duration of the Event.

- 5.7 The participant number, checkpoint card and/or timing band is personal to you and you agree not to authorise or permit any third party to use your participant number.
- 5.8 Dogs are only permitted to take part in certain Events, for example, Hike for your Hospice events. If this is permitted for an Event you have registered for this information will be made available to you in advance. Where dogs are allowed to take part in the Event Julia's House reserve the right to refuse entry to the registration site or the Event course to any dogs that are not on a lead.
- 5.9 Any participant who brings their dog(s) to any event where they are not permitted to do so will be refused entry to the registration site or the Event course.

6 HEALTH AND SAFETY AND MEDICAL

- 6.1 You and your supporters must adhere to the latest government guidance and laws regarding COVID-19 at all times. Please refer to www.gov.uk/coronavirus for the most up to date information.
- 6.2 You and your supporters will not be permitted to attend or participate in an Event if your attendance is in breach of government guidance and/or laws regarding COVID-19, including, but not limited to, travel restrictions to travel to and/or from an Event.
- 6.3 In order to attend an Event in person, you, and each of your supporters that wish to attend, must accurately and honestly complete the COVID-19 screening questionnaire provided to you before the Event and return the completed questionnaire to us within the timeframe given. Any person that does not complete and return the questionnaire within the timeframe given will not be permitted to attend and/or participate in the Event.
- 6.4 You and your supporters must not attend or participate in an Event if you have any symptoms of COVID-19, have tested positive for COVID-19 or if you have been in contact with anyone who has tested positive unless you have completed the recommended isolation period and have since tested negative for COVID-19.
- 6.5 If you are unable to participate in the Event due to ill health any entry fees and applicable transfer costs such as travel costs will not be refunded. Please see section 8 for sponsorship refunds.
- 6.6 You must be confident that you are physically and mentally capable of participating in the Event. If you are at all unsure about this, you should seek medical advice from your GP before the Event.
- 6.7 Certain Events may not be suitable if you have restricted mobility, for example, due to the nature of the terrain. Julia's House will provide you with a description of the Event that you have registered for and it is your responsibility to determine whether you have sufficient mobility. Julia's House are happy to provide more detailed information about any Event upon request.
- 6.8 Irrespective of paragraphs 6.1 and 6.2 above, Julia's House reserve the right to refuse entry to an Event in its absolute discretion, with no refund provided, if for whatever reason Julia's House consider a person unfit to take part. Julia's House may also ask you to withdraw during an Event if it has concerns about your ability to complete it due to fitness, injury or otherwise. If you choose to continue you do so with the understanding that you are no longer considered a participant of the Event and that you absolve Julia's House of all and any responsibility, and progress entirely at your own risk.
- 6.9 You are responsible for ensuring that you are wearing appropriate attire (including, but not limited to, footwear) when taking part in an Event, taking into account the nature of the Event and the weather forecast.

7 FILMING AND PHOTOGRAPHS AT EVENTS

- 7.1 Julia's House will be photographing and filming throughout the day including, but not limited to, any after-party, which may include group footage or group photographs of you, your family or your team. These images may be

used to promote the charitable purpose using live streaming online or repurposing for publication elsewhere, which may include any of the following:

- 7.1.1 Media: newspapers, magazines, websites, social media;
- 7.1.2 Media: broadcast outlets (radio & TV);
- 7.1.3 Social media: Facebook, Twitter, Instagram, LinkedIn, YouTube;
- 7.1.4 Printed and online fundraising materials including leaflets, brochures and posters;
- 7.1.5 Printed material for retail outlets and hospices;
- 7.1.6 Photographs/display boards to be used at events in our hospices and shops;
- 7.1.7 Julia's House website;
- 7.1.8 Fundraising and awareness film; and/or
- 7.1.9 Via private album or online galleries to other people attending the event e.g. Flickr.

7.2 All images and footage that require consent, as detailed in paragraph 7.6, will be stored securely for a period of 2 years. All images and footage that do not require consent will be stored securely for a period of 5 years. Once the specified amount of time has elapsed they will be disposed of in accordance with current data protection regulations and the Julia's House privacy policy www.juliashouse.org/privacy-policy.

7.3 Once available on digital channels Julia's House is not responsible for the use of images by third parties.

7.4 The photographers/videographers will not store or retain any images (static or video) after they have been passed on to Julia's House.

7.5 If you do not wish to be included in any photographs or videos, you should speak directly with the organiser or the photographers/videographers. Every effort will be made to exclude you, however, Julia's House asks that you avoid areas where active photography is taking place.

7.6 Where singular images or footage are taken during the event, Julia's House will seek consent during the Event or prior to publication, promotion or advertising. This also applies to images or footage of those aged under 16 where Julia's House would seek parental/legal guardian consent. If only crown or rear shots are included permission will not be sought. The consent form outlines your giving of consent, however you can change your consent preferences at any time by calling the PR team on 01202 644 220 or emailing PR@juliashouse.org.

7.7 Julia's House may use photography or video that you share on your social media channels where you tag Julia's House. Photos and video may be used in Julia's House publications, promotion, advertising and social media channels. By tagging Julia's House via social media channels you are consenting to your photography and film being used by Julia's House.

8 **SPONSORSHIP MONEY AND DONATIONS**

8.1 You have a legal responsibility to ensure that all sponsorship monies/donations received in connection with an Event are paid to Julia's House, and that you do this as soon as possible after the Event. Money donated via online fundraising pages is collected automatically.

8.2 Other ways to pay in sponsorship monies/donations are as follows:

Go to www.juliashouse.org and make an online payment with a credit or debit card.

Call 01202 644 220 and provide credit or debit card details to make a payment over the phone.

Send cheques made payable to "Julia's House" to: Julia's House, Ground Floor, Allenview House, Hanham Road, Wimborne, BH21 1AS.

Unfortunately sponsorship money cannot be accepted at the Event as Julia's House do not have the suitable cash handling facilities to fulfil this process.

- 8.3 Please ensure that all sponsorship forms are filled out in full and are returned to Julia's House to enable Gift Aid to be claimed where possible.
- 8.4 If you are unable to attend the Event it is your responsibility to ensure your sponsors are made aware of this. Julia's House takes no responsibility for notifying your sponsors and unless Julia's House hears to the contrary will presume these funds are a donation.
- 8.5 If a refund of sponsor money is required monies will be refunded directly to the sponsor via the original payment method.

9 **MINIMUM SPONSORSHIP EVENTS**

- 9.1 Where you have registered for an Event to which a minimum sponsorship amount must be attained as a condition of entry, by paying your registration fee and where applicable any deposit, you are committing to raising the minimum sponsorship amount specified in the registration form (**Minimum Sponsorship Amount**).
- 9.2 The registration form will also set out the percentage of the Minimum Sponsorship Amount that must be paid to Julia's House no later than four weeks before the Event date and the date by which the balance of the Minimum Sponsorship Amount must be paid. Whilst Julia's House will provide fundraising advice and support in this respect, if you fail to pay the relevant sponsorship amounts when due, Julia's House reserves the right to cancel your registration for the Event without any obligation to return any funds already received by you.
- 9.3 You agree that you will use your best endeavours to raise money for Julia's House in connection with your participation in any Event that you register for. Any fundraising you undertake in connection with any Event that you register for will be for Julia's House, the Dorset and Wiltshire Children's Hospices.
- 9.4 If you choose the minimum sponsorship option, HMRC regulations state that as a percentage of your fundraising contributes to the cost of this event Julia's House will be unable to claim Gift Aid on any sponsorship from a relative (i.e Husband, Mother, Grandfather, Sibling or even Uncle). Therefore can you please advise your relatives when donating via Just Giving not to select that they are eligible for Gift Aid.

10 **USE OF PERSONAL DATA**

- 10.1 By providing personal data when you register for an Event, you confirm that you consent to such data being used by Julia's House for the purposes of organising, staging and administering the Event. If you provide personal data on behalf of additional entrants, you also confirm that you have obtained their consent for such data to be used for the same purposes. In the case of an emergency Julia's House may also pass personal details provided to the emergency services or health care professionals, and also use them for the purposes of contacting your emergency contact.
- 10.2 If the Event involves a partner organisation, your data may be shared with them before and/or during the Event. As data processors the Event organisers are obliged to delete your data immediately after the Event or after a set period where legality requires.
- 10.3 First aid facilities will be provided at each Event. You consent to your details (which will be obtained by medical providers if you are treated by them at an Event) being passed to Julia's House, but Julia's House shall only use these details for administration and health and safety purposes and to fulfil its legal obligations.

- 10.4 All medical details or other data deemed sensitive (driving licence/passport) will be stored securely by Julia's House for a period of one month after the Event after which time they will be permanently deleted.
- 10.5 Julia's House will retain your address details and transaction history for administrative purposes and may be used for the purposes of sending communications to you where you have confirmed that you would like to receive further information about the charity's work. You have a right to change your communication permissions as any time. To do so contact the Supporter Care team on 01202 644 220.
- 10.6 All personal data held by Julia's House will be handled in accordance with the Data Protection Act 2018 and Julia's House's privacy statement which can be found at www.juliashouse.org/privacy-policy.

11 **LIABILITY**

- 11.1 Use of the Julia's House website is subject to the Julia's House website terms and conditions.
- 11.2 If you take part in virtual events or are hosting an event on behalf of Julia's House it is your responsibility to do a thorough risk assessment prior to the Event and Julia's House takes no responsibility for any injury, illness, damage or loss as a result of participation or attendance at the Event.
- 11.3 You enter and participate in an Event entirely at your own risk. Julia's House shall not be liable for any injury, damage or loss to you in connection with these Terms or as a result of your participation or attendance at an Event, other than death or injury caused by the negligence of Julia's House. For the avoidance of doubt, nothing in this paragraph shall exclude or limit liability for any liability that cannot be excluded or limited by law.
- 11.4 Julia's House will not be liable to you or any third party for any loss suffered due to a Force Majeure event.

12 **JURISDICTION AND LAW**

- 12.1 These Terms shall be governed by the law of England and any dispute arising out of these Terms or your participation or attendance at an Event shall be subject to the exclusive jurisdiction of the courts of England.