

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

1 GENERAL

- 1.1 These terms and conditions (**Terms**) apply to all events organised for the benefit of Julia's House – The Dorset & Wiltshire Children's Hospice (each an **Event**) and by registering for an Event, you agree to comply with them.
- 1.2 Julia's House Limited is a registered charity and a private limited company with company number 03465868 with its registered office address at Julia's House, Ground Floor, Allenview House, Hanham Road, Wimborne, BH21 1AS.
- 1.3 All Events are on behalf of Julia's House and will be organised by different providers depending on the Event in question. To the extent a provider has its own terms and conditions which will apply to the Event, these will be provided to you.
- 1.4 A representative of Julia's House and, 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 the manager of the events team on 01202 644220 and a member of the team will be happy to help you.
- 1.6 All Events are non-competitive walks, runs, hikes or cycling events.
- 1.7 For the purposes of these Terms, references to "you" mean the individual registering for an Event and "your" shall be construed accordingly.

2 PARTICIPANT ENTRY

- 2.1 In order to participate in an Event you must complete a registration form and pay the entry fee.
- 2.2 If you are aged under 18 years 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 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.
- 2.4 You will immediately inform Julia's House if for any reason you may not be able to participate in the Event.
- 2.5 Julia's House reserve the right to close access to the location of the Event by a certain time on the date of the Event. This will be notified to you in advance in relation to the Event that you have registered for. 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 Julia's House cancel the Event entirely in which case 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.
- 3.4 Julia's House cannot guarantee availability of places on any particular Event.
- 3.5 Entries made and deposits paid by the event closing date will receive one free Osprey bag per entry. The size and colour of the bag is subject to availability. Any entries made after the closing date are not entitled to a bag.

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, for example, due to adverse weather conditions.
- 4.3 Julia's House reserve the right to cancel an Event at any time for any reason without prior notice provided that should this occur and the Event is not re-arranged for a new date, Julia's House will refund your entry fees to you.

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 shall procure 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 shall procure your supporters shall, be respectful of local residents, to not make excessive noise and to 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 for an Event, you must wear that participant number as directed for the duration of the Event.

5.7 The participant number is personal to you and you agree not to authorise or permit any third party to use your participant number.

5.8 For certain Events dogs will be allowed to take part. 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.

6 HEALTH AND SAFETY AND MEDICAL

6.1 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.

6.2 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.

6.3 Notwithstanding paragraph 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, subject to paragraph 11, Julia's House of all and any responsibility, and progress entirely at your own risk.

6.4 You are responsible for ensuring that you are wearing appropriate attire (including footwear) when taking part in an Event, taking into account the nature of the Event, the weather forecast and the terrain involved.

7 FILMING AND PHOTOGRAPHS AT EVENTS

7.1 Julia's House will be photographing and filming throughout the trip, and may use footage or photographs of you, your family or your team in its publications, promotion and advertising.

7.2 At certain Events Julia's House may appoint independent photographers to take photos and video footage of the Event. Depending on the photographer in question, their service may include taking photos and video footage of participants and uploading them on their website which is open to all members of the public. Participants may be able to download photographs or receive prints upon payment. Julia's House may in those circumstances pass on participants' names and Event number to the photographer to enable participants to easily find their photos and videos on the photographer's website. To the extent this is applicable to an Event for which you have registered you will be notified accordingly and a copy of the photographer's terms and conditions including their privacy policy will be made available to you. If you would prefer that Julia's House did not pass on your details please contact Julia's House using the telephone number at paragraph 1.5 above.

7.3 If you do not wish for your photograph/video to be taken or made available as described in paragraph 7.2 above, please tell the photographer on the day.

- 7.4 All photographers/videographers at the Events have been instructed to ask for parental/guardian permission before taking any individual photographs/videos of children at Events. Whilst photographers/videographers will try to obtain parental/legal guardian's consent before taking images/footage where children are more than just incidentally included, this cannot be guaranteed. This does not include photography/videography of crown shots, where permission will not be sought.

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/Different Travel, and that you do this by the deadlines outlined when booking. Money pledged via online fundraising pages is collected automatically. Other ways to pay in sponsorship monies/donations are as follows:

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

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

8.4 Send cheques made payable to "Julia's House" to:

Julia's House
Ground Floor
Allenview House
Hanham Road
Wimborne
BH21 1AS

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

8.6 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.

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.

9.2 The registration form will also set out the percentage of the Minimum Sponsorship Amount that must be paid to Julia's House 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. If you do not meet the fundraising targets specified you, the participant, will be required to cover the cost to meet the sponsorship target.

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.

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 First aid facilities will be provided at each trek. 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. All medical details will be held on the Julia's House database for a period of one month after the Event.
- 10.3 Your personal information may also 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 when registering for an Event.
- 10.4 All personal data held by Julia's House will be handled in accordance with the terms of the Data Protection Act 1998 and in accordance with Julia's House's privacy statement which can be found at www.juliashouse.org.

11 **LIABILITY**

- 11.1 Use of the Julia's House website is subject to the Julia's House website terms and conditions.
- 11.2 You enter and attend a trek entirely at your own risk. Julia's House shall not be liable for any injury, damage or loss to you or your property that might occur as a result of your participation or attendance during a trek, other than in respect of any injury or loss arising as a result of their negligence. 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.
- 11.3 If you choose the sponsorship-funded option, HMRC regulations state that as a percentage of your fundraising contributes to the cost of this trip we 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.