

## **Terms and conditions for participation in Kidneys for Life Events.**

These are the terms and conditions (“Terms and Conditions”) that apply to each fundraising event organised by or on behalf of Kidneys for Life, a charity with its registered office at Renal Research Labs, Manchester Royal Infirmary, Oxford Road, Manchester M13 9WL (“KFL”) (each an “Event”). Participants must agree to the Terms and Conditions before participating in any Event.

### **1. Entry forms and fees**

- a. All persons taking part in the Event (each a “Participant”) must be registered with KFL to take part in the Event.
- b. Each Participant must complete and submit an entry form (“Entry Form”) whether participating as an individual or in a team.
- c. Team entries must include the names and addresses of all team members as part of the registration process.
- d. KFL is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed computer or internet transmissions or other errors or malfunctions of any kind which may prevent receipt by KFL of Registration.
- e. All postal Entry Forms must arrive before the closing date for Event registration. Proof of postage must be obtained for postal entries and KFL accepts no responsibility for lost, damages, illegible, delayed or mislaid Entry Forms.
- f. Entry to the Event is subject to the payment of the notified fee payable to KFL prior to participation in the Event (“Registration Fee”).

### **2. Fundraising and sponsorship**

- a. All fundraising activity undertaken as part of the Event must be for the benefit of KFL only and Participants agree that all funds raised as a result of their participation in the Event shall be raised using legal methods and in compliance with the advice in the Fundraising Toolkit, [www.kidneysforlife.org](http://www.kidneysforlife.org) (“Website”) and/or in the information relating to the Event provided to Participants (“Event Information”). Event Information may be provided in any form including but not limited to pre-event correspondence, guidance given on the day of the Event and information contained on the Website (which may be updated from time to time) or in the Joining Instructions.
- b. You may be asked to aim to raise the Minimum Sponsorship as part of your participation in the Event. If this is the case, we will make this clear in the relevant Event Information and specify the Minimum Sponsorship and if required an amount needed by a specific date.
- c. Sponsor forms are posted to participants and an online fundraising page can be set up via [www.virginmoneygiving.com/charities/kidneysforlife](http://www.virginmoneygiving.com/charities/kidneysforlife)
- d. All funds raised for KFL’s work shall be held on trust by each Participant for KFL and paid to KFL as soon as reasonably possible and in any case within 8 weeks after the date(s) on which the Event is scheduled to take place (“Event Date”).
- e. To tell sponsors that the money you raise will benefit KFL.
- f. That all monies will automatically be treated as a donation to KFL and therefore not refundable to the Participant.
- g. If you cancel, or you are required to withdraw from the Event that you will be required to send all sponsorship money collected directly to KFL. This money will be retained by KFL unless the sponsor has requested that it be returned to them.
- h. Not to reproduce the KFL logo including the “in aid of KFL Logo” without permission.

- i. Not to collect on private property without first obtaining the permission of the owner.
- j. Not to collect in a public place without first obtaining the appropriate collector's license from the local authority.
- k. Not to raise funds by carrying out house-to-house collections
- l. Not to do anything to bring KFL's name into disrepute.

### **3. Age of participants**

For safety reasons age restrictions are adopted for some Events and Participants who are under 18 ("Young Person") may be required:

- a. to get the prior consent of their parent or guardian to participate in the Event; and/or
- b. to have an accompanying adult who is over the age of 18 on the date of the Event ("Accompanying Adult").

Any age restrictions will be set out in the Event Information and/or on the Registration Form.

### **4. Accompanying adults at events**

- a. An Accompanying Adult must be registered to participate in the Event as must any Young Person they are accompanying.
- b. Accompanying Adults shall take full responsibility for the Young Person(s) that they are accompanying and must stay with their Young Person(s) at all times during the Event.
- c. Unless otherwise agreed in advance by KFL at its sole discretion, an Accompanying Adult may accompany no more than two Young People.

### **5. Health and fitness**

- a. All Participants take part in the Event at their own risk.
- b. KFL understands that kidney patients are keen to support KFL and many are fit enough to take part in our Events, however, participants who have any doubt about their health or have a medical condition that could be affected by taking part in the Event, must obtain their doctor's approval before participating in any Event.
- c. KFL shall not be under any obligation whatsoever to process, analyse or otherwise take any action on any medical information disclosed to it either during or after the registration process for an Event.
- d. All Participants agree that, as far as they are aware, they are sufficiently fit and physically able to compete in the Event and, to the extent that it may be necessary, they have sought and relied upon any medical advice before the date of the Event. It is each Participant's own responsibility to assess their fitness and to ensure that they participate only if sufficiently fit. Should any medical or physical condition arise prior to the Event which is likely to affect a Participant's ability to compete in the Event, the Participant should withdraw from the Event.
- e. KFL may prevent any Participant from taking part in the Event (either at the start of or during the Event) if KFL or any medical representative considers that a Participant should not participate in the Event for health and/or medical reasons.

### **6. Safety and insurance**

- a. KFL shall take all reasonable steps to assess the safety and suitability of the Event location prior to the Event.
- b. All Participants must ensure that any equipment or clothing used is in good condition and suitable for the Event.
- c. All Participants acknowledge and agree that some Events can be considered dangerous activities, such as cycling on the highway or swimming in the sea. Whilst KFL shall take steps to ensure that all Events take place in a safe manner, Participants acknowledge

and agree that because Events often take place in public spaces KFL cannot be held liable for any damage caused outside of its direct control.

- d. KFL does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at and/or participation in the Event. Participants shall be responsible for arranging their own suitable and adequate insurance protection to cover their participation in the Event from date of registration, including without limitation cover:
  - i. for material loss/damage to any equipment they may use in the Event or personal property (including clothing);
  - ii. any loss or damage they may cause to a third party;
  - iii. sickness; or
  - iv. negligence of any party.
- e. Any accident or injury caused by a Participant's actions shall be the responsibility of that Participant.
- f. Each Participant is responsible for his/her actions whilst attending or participating in the Event. This includes at the Event start point, during the Event and at the completion point. KFL accepts no responsibility for the actions of a Participant nor the consequences of such actions.

## **7. Cycle events**

- a. a. All Participants in Events involving cycling ("Cycle Event") must:
  - i. wear a cycle helmet at all times during the Cycle Event;
  - ii. ensure that their bicycles are in a roadworthy condition;
  - iii. observe the rules of the Highway Code;
  - iv. ensure that the bicycle that they use during the Event complies in all respects with all relevant and applicable legislation including, if all or part of the Cycle Event takes place after dark, being fitted with fully functioning and adequate front and rear lights;
  - vi. not carry young children on their bike or carry children in a child seat, trailer or similar device unless you do so at your own risk; and
  - vii. unless the Event Information states otherwise, must ride a two wheeled non-powered cycle in the Event.
- b. Where a Cycle Event uses a bicycle drop off or return service offered by KFL under which bicycles are transported to the start or finish of the Cycle Event, the Participant acknowledges and agrees that their bicycle is transported entirely at the Participant's risk and that neither KFL nor its contractors may be held liable for any accidental damage incurred during the transport or handling of any bicycle. Use of the bicycle drop off or return service will indicate acceptance of this exclusion of liability on the part of KFL and the carrier.
- c. Each Participant acknowledges that in respect of cycle events:
  - i. the Registration Fee and any Registration Donation is paid to Chapeau Events Ltd, a company contracted to Kidneys for Life for their cycle events, and all Registration Fees are subsequently paid to Chapeau Events Ltd;
  - ii. Participants are asked to raise a suggested Minimum Sponsorship;
  - iii. Participants must be at least 18 years of age on the Event Date;
  - iv. the Registration Fee is non-transferable and non-refundable.

## **8. Liability**

- a. Subject to above, neither KFL nor its agents or contractors shall be liable for:
  - i. any injury or accident causing loss or damage to a Participant or any third party where this is sustained as a result of a Participant taking part in the Event; or

- ii. any loss or damage sustained by a Participant as a result of: the cancellation of the Event by KFL for any reason; any changes made to the Event by KFL for safety or any other reasons; or any circumstances beyond the control of KFL.
- b. Nothing in these Terms and Conditions shall limit or exclude KFL's liability in respect of death or personal injury sustained as a direct result of:
  - i. the negligence, breach of statutory duty or fraudulent misrepresentation of KFL, its agents or contractors; or
  - ii. a deliberate act or omission of KFL, its agents or contractors.
- c. Subject to the terms of paragraph 9 below, KFL shall not be liable for any loss or damage sustained by a Participant as a result of: the cancellation of the Event by KFL for any reason; any changes made to the Event by KFL for safety reasons; or any circumstances beyond the control of KFL.
- d. Nothing in these Terms and Conditions shall affect any statutory rights to which the Participant may be entitled as a consumer.

### **9. Withdrawal and refunds**

- a. All Registration Fees are non-refundable and may not be deferred toward a future Event.
- b. A Participant may transfer their registration to another individual for that year's Event at the sole discretion of KFL by contacting the KFL Fundraising Team. Any unapproved assignment, transfer or sale of a Participant's registration may result in delay and/or difficulty in the event of an emergency and such transfer, assignment or sale may result in disqualification of the Participant from the Event.
- c. KFL will not accept liability relating to costs incurred by individuals if the event is cancelled for any reason outside its control including any incidental expenses such as local accommodation, travel tickets, etc.

### **10. Cancellation and changes to the Event**

- a. In the event that KFL is forced to cancel the Event for any reason, KFL will notify each Participant as soon as possible, and if a Participant wishes to claim a refund of its Registration Fee, the Participant must notify KFL of this in writing within 15 days of KFL sending notification of the Event cancellation.
- b. KFL reserves the right to alter the Event Date, the start time or other details of the Event as required. If changes to the Event are made, KFL shall update the Event Information on the Website and notify all Participants affected as soon as reasonably practicable. No refund in full or part shall be made in respect of any change to the Event, subject to paragraph 10(c) below.
- c. In the event of a change of the Event Date, Participants will have the right within 15 days of receiving notice of the change to:
  - i. withdraw from the Event and request in writing a refund of their Registration Fee; or
  - ii. transfer their registration to another individual who agrees to be bound by these Terms and Conditions.
- d. If KFL does not receive a written request from any Participant for a refund in accordance with paragraphs 10(a) or 10(c)(i) above, KFL will treat the Participant's Registration Fee as a donation to the work of KFL.

### **11. Photos and publicity**

- a. Photographs and films will be taken throughout each Event by KFL and/or its contractors and/or its agents. All Participants consent to all and any use in any current or future media by KFL and/or its group companies of any photographs, images and/or films in

which they feature, and the parents or guardians of any Young Person give consent in respect of their child(ren).

- b. All Participants and the parents or guardians of any Young Person acknowledge and agree that no payment will be made to any Participant for the use of any photographs, images or films in which they may feature.

## **12. Data Protection**

- a. Each Participant agrees that information provided to KFL in connection with Events is true and accurate in all respects and may be used by KFL in accordance with prevailing data protection legislation.
- b. KFL will use the information provided by Participants to manage the Event and the Participant's involvement in it. KFL will keep the Participant up to date with KFL activities or provide any other information in accordance with their stated preferences.
- c. Each Participant will agree to provide emergency contact information when registering for an Event, in addition to writing this information on their paper Participant Number where supplied.
- d. KFL reserve the right to pass all information provided by a Participant to any first aid organisation or medical provider attending and assisting at an Event ("Medical Provider") for safety purposes. This is to enable the Medical Provider to:
  - i. administer first aid in the event that a Participant suffers illness or injury during the Event; and
  - ii. to contact the friends or relatives of a Participant, where necessary.
- e. Each Participant authorises any Medical Provider to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in the Event.
- f. Each Participant agrees that any Medical Provider may provide KFL with:
  - i. the names of any Participant that they treat during the Event together with details of the circumstances surrounding that treatment; and
  - ii. the name of any Participant who notifies the Medical Provider that they are withdrawing from an Event due to ill health or otherwise.

## **13. Travel to & from Event**

Any transfers or travel required to join the Event or to travel back home at the end of the Event are your responsibility.

### **During the Event**

- a. All Participants must abide by all rules relating to the Event set out in the Event Information and any instructions given by KFL, their employees or agents before, during and after the Event. Failure to follow any such rules or instructions may result in KFL refusing to allow the Participant to continue in the Event. Participants must retire at once from the Event if ordered to do so for any reason by KFL, their employees or agents, any member of the Event's official staff, medical staff or any government authority.
- b. No illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the Event venue or used by Participants either before or during participation in the Event. KFL reserve the right to refuse attendance at, or participation in, the Event by any Participant found to have consumed or to have in their possession any illegal substances, performance enhancing substances or intoxicants of any kind.

#### **14. Acceptance of these Terms and Conditions**

- a. By registering to participate in the Event, a Participant agrees to be bound by these Terms and Conditions.
- b. If any provisions in these Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.
- c. KFL may vary these Terms and Conditions from time to time and the up to date terms shall be available on the Website.
- d. These Terms and Conditions and any dispute or claim that arises out of or in connection with them is governed by and construed in accordance with English law. The English courts have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these Terms and Conditions.

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