

## **Velindre University NHS Trust Charity**

### **Terms and conditions for Events**

Thank you for your interest in participating in and completing an Event for Velindre University NHS Trust Charity, your support is very much appreciated. We ask everyone who is involved in an Event for us to be aware of, and to comply with the following terms and conditions:

#### **1. Entry Forms and Fees:**

- a. All persons taking part in the Event (each a "Participant") must be registered with Velindre University NHS Trust Charity 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 and a non-refundable deposit must be paid for each Participant.
- d. Velindre University NHS Trust Charity 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 that may affect your ability to register or make your deposit payment.
- e. Entry to the Event is subject to the payment of the notified fee (and any applicable VAT) payable to Velindre University NHS Trust Charity or the third-party event organiser prior to participation in the Event ("Registration Fee").
- f. Participants agree they must complete the registration process with the event organisers in order to secure their place. Participants agree they must comply with all conditions of the Event as set out by the third-party event organiser. If the Event is cancelled or postponed, Participants understand that Velindre University NHS Trust Charity will attempt to transfer their place to the following year. However, Participants acknowledge that this may not always be possible, and that a place is not guaranteed.

#### **2. Fundraising and Sponsorship**

- a) Participants agree that acceptance of a place in the Velindre University NHS Trust Charity Event confirms their commitment to raise as much money as possible over the minimum pledge target for Velindre University NHS Trust Charity by their participation in the Event. It can take 8-10 weeks for a Gift Aid claim to be processed and for Velindre University NHS Trust Charity to receive the money from HMRC. For this reason, Participants agree Gift Aid will not count towards their fundraising target.
- b) All fundraising activity undertaken as part of the Event must be for the benefit of Velindre University NHS Trust Charity 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 given to Participants by the Velindre University NHS Trust Charity Team ("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 Event registration pack.

- c) Sponsor forms are available to Participants upon request and a dedicated online fundraising site will be created exclusively for each overseas challenge. Participants should collect digital funds via this trusted platform called 'JustGiving'.
- d) All funds raised for Velindre University NHS Trust Charity's work shall be held on trust by each Participant for Velindre University NHS Trust Charity and paid as soon as reasonably possible. The minimum sponsorship required of each Participant must be paid in full to Velindre University NHS Trust Charity no later than twelve weeks prior to departure of the UK ("Event Date"). The full pledge can be made either by cash, cheque, CAF or via an online giving provider. If a Participant is unable to fulfil their fundraising pledge by the agreed date, they must contact the Fundraising Team as soon as reasonably possible to discuss their options.
- e) Failure to pay in the full sponsorship requirement by the advertised deadline date could result in the Participant being withdrawn from the challenge with any outstanding costs being paid in full in accordance with clause 10 e.
- f) Participants agree that they will not bring Velindre University NHS Trust Charity's name into disrepute and will fundraise responsibly and legally. If a Participant has to pull out of the Event for any reason (including injury) they agree they will submit all sponsorship raised by the agreed date to Velindre University NHS Trust Charity, subject to informing their donors that they are no longer participating in the Event and that they may, if they wish, have their sponsorship money returned to them.

### **3. Age of Participants**

A Participant must be aged 18 or over on the date of application or on the day of the Event, unless otherwise stated in the Event Information and/or Registration Form.

### **4. Health and Fitness**

- a) All Participants take part in the Event at their own risk.
- b) Velindre University NHS Trust Charity understands that cancer patients are keen to support Velindre University NHS Trust Charity 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 exercise should refrain from partaking in challenge Events.
- c) Velindre University NHS Trust Charity 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 and notify Velindre University NHS Trust Charity Team as soon as possible.

- e) Velindre University NHS Trust Charity or the third-party event organiser may prevent any Participant from taking part in the Event (either before, at the start of or during the Event) if Velindre University NHS Trust Charity or any medical representative considers that a Participant should not participate in the Event for health and/or medical reasons.

## 5. Safety and Insurance

- a) Velindre University NHS Trust Charity shall take all reasonable steps to assess the safety and suitability of the Event location prior to the Event. Velindre University NHS Trust Charity shall also arrange for the availability of an appropriate number of first aid and medical personnel according to the nature of 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 and treks at altitude. Whilst Velindre University NHS Trust Charity 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, Velindre University NHS Trust and/or Velindre University NHS Trust Charity cannot be held liable for any damage to a Participant's property. Velindre University NHS Trust and/or Velindre University NHS Trust Charity accepts no liability for any injury to any Participant unless caused by Velindre University NHS Trust and/or Velindre University NHS Trust Charity's negligence.
- d) Velindre University NHS Trust Charity 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, 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) 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. Velindre University NHS Trust Charity accepts no responsibility for the actions of a Participant nor for the consequences of such actions.

## 6. Participation and Participant Numbers

- a) For some Events, Participants will be allocated a time at which they can commence the Event. Each Participant agrees that this time cannot be changed unless Velindre University NHS Trust Charity in its absolute discretion agrees to a change. Any permitted change will be made before or on the day of the Event and in accordance with the restrictions contained in the Event Information.

- b) Velindre University NHS Trust Charity reserves the right to reject at any time any Entry Form which is believed to be fraudulent or to disqualify any Participant who is ineligible to participate in the Event (or if participation in the Event should have been refused for any reason whatsoever); or who is believed to have not complied with these Terms and Conditions. Velindre University NHS Trust Charity shall not be liable in any way to a Participant who is disqualified or whose entry is rejected.

## 7. Liability

- a) Subject to clause 7(b), neither Velindre University NHS Trust Charity 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 Velindre University NHS Trust Charity for any reason; any changes made to the Event by Velindre University NHS Trust Charity for safety or any other reasons; or any circumstances beyond the control of Velindre University NHS Trust Charity.
- b) Nothing in these Terms and Conditions shall limit or exclude Velindre University NHS Trust Charity'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 Velindre University NHS Trust Charity, its agents or contractors; or
  - II. A deliberate act or omission of Velindre University NHS Trust Charity, its agents or contractors.

For the avoidance of doubt, nothing in clause 7(b) shall exclude or limit Velindre University NHS Trust Charity's liability for any liability that cannot be excluded or limited by law.

- c) Subject to clause 11, Velindre University NHS Trust Charity shall not be liable for any loss or damage sustained by a Participant as a result of the cancellation of the Event by Velindre University NHS Trust Charity for any reason; any changes made to the Event by Velindre University NHS Trust Charity for safety reasons; or any circumstances beyond the control of Velindre University NHS Trust Charity.

## 10. Withdrawal and Refunds

- a) All Registration Fees are non-refundable and may not be deferred toward a future Event or contribute to the minimum sponsorship pledge.
- b) A Participant may transfer their registration to another individual for that year's Event at the sole discretion of Velindre University NHS Trust Charity 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) No refund shall be given under any circumstances for purchases of travel tickets, T-shirts, hoodies or other merchandise save in accordance with the terms and conditions of purchase for items bought directly from Velindre University NHS Trust Charity or statutory consumer law.

- d) If a Participant withdraws prior to the advertised deadline date for withdrawals, the Participant will be liable to pay any costs incurred to Velindre University NHS Trust Charity for their place by that point. An invoice for these costs will be issued to the Participant and payment in full must be paid to Velindre University NHS Trust Charity within 30 days or by an alternative date mutually agreed in writing.
- e) If a Participant withdraws after the advertised deadline date for withdrawals, the Participant will be liable to pay the full cost of their challenge place to Velindre University NHS Trust Charity. An invoice for these costs will be issued to the Participant and payment in full must be paid to Velindre University NHS Trust Charity within 30 days or by an alternative date mutually agreed in writing.
- f) In exceptional circumstances, Participants are encouraged to actively communicate with the Velindre University NHS Trust Charity staff to discuss their options. In this event, each Participant will be treated on a case by case basis and the Velindre University NHS Trust Charity team will use their discretion to identify the most suitable and appropriate options.
- g) In relation to any outstanding invoices or challenge fees, it will be at the discretion of the Charitable Funds Committee as to whether further action is pursued.

#### **11. Cancellation and Changes to the Event**

- a) Velindre University NHS Trust Charity 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, Velindre University NHS Trust Charity shall update the Event Information on the Website and notify all Participants affected as soon as reasonably practicable.
- b) If the Participant is unable to attend the new Event Date, start time or the new destination is not suitable, Velindre University NHS Trust Charity will offer the Participant an alternative overseas challenge or their deposit to be refunded in full.
- c) Velindre University NHS Trust Charity will treat every Participant on a case by case basis and will use their discretion to discuss a number of options suitable for that individual. Participants must contact Velindre University NHS Trust Charity as soon as reasonably possible to inform them formally of their intentions to withdraw and discuss their options going forward.

#### **12. Photographs and Publicity**

- a) Consent: Velindre University NHS Trust Charity may request:
  - (i) a Participant be individually photographed, and/or
  - (ii) a Participant be featured in Velindre University NHS Trust Charity's marketing campaign. In the event that Velindre University NHS Trust Charity makes such a request it will seek the consent from the Participant.
- b) The Participant may at its sole discretion choose to grant Velindre University NHS Trust Charity consent. It is not a condition of the Event that such consent is granted. Velindre University NHS Trust Charity use of the Participant's photograph and/or personal information contained in a marketing feature will be in accordance with Velindre University NHS Trust Charity's Privacy Policy (<https://www.velindrefundraising.com/privacy-policy-2/>) (Website).

- c) All Participants 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.

### 13. Data Protection

- a) Each Participant agrees that information provided to Velindre University NHS Trust Charity in connection with Events is true and accurate in all respects and may be used by Velindre University NHS Trust Charity in accordance with applicable data protection legislation.
- b) Velindre University NHS Trust Charity will use the information provided by Participants to manage the Event and the Participant's involvement in it. Velindre University NHS Trust Charity will keep the Participant up to date with Velindre University NHS Trust Charity 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) Velindre University NHS Trust Charity 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 Velindre University NHS Trust Charity 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.
  - III. An individual has the right to exercise their rights as a Data Subject under UK GDPR at any time. The Velindre University NHS Trust Charity Privacy Policy contains all relevant information to enable a Data Subject to exercise their rights and is located here

### 14. 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 Velindre University NHS Trust Charity, their employees or agents before, during and after the Event. Failure to follow any such rules or instructions may result in Velindre University NHS Trust Charity 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 Velindre University NHS Trust Charity, 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. Velindre University NHS Trust Charity reserve the right to refuse attendance at, or participation in, the Event by any Participant who appears to have consumed or has in their possession any illegal substances, performance enhancing substances or intoxicants of any kind.

### **15. Completion Times**

Certain Velindre University NHS Trust Charity events, particularly Challenge Events, may require Participants to reach certain points by specific times or require the Event to be completed in its entirety by a set time. If a Participant does not manage to keep up with any stage or completion time, Velindre University NHS Trust Charity reserves the right to refuse to allow the Participant to continue in the Event. If the Event has staging or completion times, these will be set out in the Event Information.

### **16. Fundraising Regulator**

Velindre University NHS Trust Charity complies with the Codes of conduct and practices prescribed by the Fundraising Regulator. Participants must comply with all applicable laws and regulations relating to the Event and must only use lawful means to fundraise for Velindre University NHS Trust Charity and must not bring Velindre University NHS Trust Charity's name into disrepute.

### **17. Velindre logos.**

Participants must use official Velindre 'In Aid Of', and specific Challenge Event logos on all promotional materials in accordance with the brand guidelines issued by Velindre University NHS Trust Charity.

### **18. Velindre University Health NHS Trust's Reputation**

Participants must not do anything that may damage the name and/or reputation of Velindre University NHS Trust Charity. Participants will agree that they, in the event that Velindre University NHS Trust Charity reasonably believes that their participation in the Event may damage Velindre's name or reputation, will withdraw from the Event immediately. Any Participants displaying any anti-social behaviour towards other Participants, volunteers, staff, or members of the public will be asked to leave the Event immediately.

### **19. Events organised by a third-party event organiser**

Where an Event is not organised by Velindre University NHS Trust Charity and by a third-party event organiser-the following conditions shall also apply:

- a) Participants agree it is their responsibility to read any terms and conditions issued by the third-party event organiser and comply with these.

- b) Participants understand that any applicable registration fee they pay is to the third-party event organiser and that their terms and conditions apply.
- c) Participants certify they are medically fit and understand that they take part in an Event at their own risk. Velindre University NHS Trust Charity will not be held responsible for any injury or illness related to a Participant's training or taking part in an Event.
- d) Participants acknowledge that Velindre University NHS Trust Charity is unable to provide insurance for fundraising activity. Participants are responsible for securing appropriate insurance cover if required for their fundraising activity.
- e) Participants acknowledge that all funds raised for Velindre University NHS Trust Charity are held on trust and they are legally obliged to ensure that Velindre University NHS Trust Charity receives the donated funds.
- f) If a Participant is unable to take part in an Event, they will notify the third-party event organiser and Velindre University NHS Trust Charity by email as soon as possible.
- g) Should a Participant need to defer their place it is their responsibility to liaise with the third-party event organiser to arrange this. This will be at their discretion and on their terms. Participants will let Velindre University NHS Trust Charity know, so the money raised will be counted towards the Participant's fundraising target for the following year and can continue to contact the Participant about their fundraising.
- h) Participants acknowledge that Velindre University NHS Trust Charity may need to share their name and email address with third-party event organisers and where necessary, with other third parties involved in the administration of an Event. When a third-party event organiser contacts Participants, they will complete their registration process and acknowledge this is required to confirm their entry. Participants acknowledge if they fail to do this before the specified time, a third-party event organiser may not allow Participants to take part in an Event and their place will be cancelled. The registration fee may also be non-refundable.

## **20. 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. Velindre University NHS Trust Charity 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 and Welsh law. The English and Welsh courts have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these Terms and Conditions.