

Thames Path Challenge - Henley 10km

These Conditions of Entry serve as a contract between 'the Organiser'; Action Challenge UK Ltd, company number 3825838, trading premises United House, North Road, London N7 9DP and "you" the Participant (as named on the registration form), and where applicable the 'Charity' that you nominate to fundraise for, relating to the Thames Path Challenge: Henley 10k 2016 – 'the Event'.

1. Entering the Event

a) The Event involves sustained physical exertion. Prior to registering you must be satisfied that you are fit to take part in the challenge and that there are no medical conditions which would or should reasonably preclude your participation. If in doubt you must consult your Doctor before registering, and notify the Organiser directly should your medical condition change prior to the Event.

(b) You must register via the online booking form and pay a non-refundable Registration Fee of £15.00 (Adults) or £7.50 (Under 14's) - Under 5's go FREE.

(c) You agree to supply the Organiser with any information as may be requested from time to time in respect of the Event in a prompt and timely manner.

(d) You agree to abide by the Event Rules as issued and where updated and notified to you.

(e) You have read and understood the Data Protection question on the registration form.

(f) You will act responsibly and honestly at all times when representing the Event and will not bring through your actions the Event, the Organiser, or the Charity into disrepute.

(g) You participate within the Event entirely at your own risk.

(h) If entering and toddlers in to the 'Toddler 2KM' a parent or guardian will take full responsibility for them whilst out on the course.

(i) Action Challenge reserve the right to use any photographs taken on the event for online and print marketing, advertising and materials.

2. Event information

After registering to the Event all information relating to the Event will be detailed within the Participant Area of the Event Website (www.thamespathchallenge.com); you will be provided with access to the Participant Area, and it is your responsibility to read and act on the information supplied.

3. Itinerary changes

There may be changes to the itinerary (as detailed on the Event Website). Should there be a significant material change prior to departure which is not a result of force majeure (a departure timing change of more than 6 hours for example) then the Organiser will inform you as soon as is practicable and in this case you may either agree to proceed with the new itinerary or cancel your participation in the Event, in which case you will receive a full refund of any Registration Fee paid. The arrangements for any refunds to fundraising donors are strictly between the Charity and you in this instance.

4. Changes made by you

Any change must be notified by you to the Organiser by email, by the person named on the registration form completed at the time of registration. The Organiser will always try to accommodate reasonable change requests; however some changes requested may incur an administration fee which you will be advised of at the time before electing to precede with the change.

(b) Participants who choose to change their distance will not be refunded any difference in cost between the registrations fees, but will be charged an additional cost if the registration fee of the new difference is greater than the sum originally paid.

5. Cancellation by you

You may cancel your place on the Event at any time by providing e mailed notice to the Organiser. Your Registration Fee remains non-refundable; however the Organiser may invite you to transfer this Fee onto another challenge event operated by the Organiser in the same year, but is under no obligation to offer such. In the case of cancellation you undertake to inform the Charity, and the arrangements for any refunds to sponsorship donors are strictly between the Charity and you in this instance. We do not make any payments compensating for losses or costs you incur in the case of a cancellation.

6. Cancellation by the Organiser

(a) The Organiser reserves the right to cancel the Event whether for operational reasons, Force Majeure, or other reasons, in which case a full refund of the Registration Fee paid by you will be made within 8 weeks of issuing the cancellation notice being issued, or you will have the opportunity to confirm your participation on a re scheduled event on an alternative date.

(b) The Organiser will not make any payments compensating for losses or costs you incur in the case of a cancellation and we exclude and limit all such liability to the full extent permitted under law.

(c) The Organiser does not accept liability for any delays in your travel or departure arrangements, or reasonable changes to the Event itinerary in circumstances of Force Majeure. Force Majeure means any unusual or unforeseen circumstances beyond our reasonable control including but not limited to an act of God, war, accident, road closures, and failure of power supply, abnormal weather, fire, explosion or labour disturbance.

7. The Organisers' obligations to you

(a) The Organiser will provide medical support on the Event, and the prime role of the medical support teams will always be to deal with genuine medical emergencies as their priority when and where they are required to do so. You must bring your own small personal medical kit and follow the equipment and clothing advice as issued.

(b) The Organiser will provide food and water on the Event, and it is your responsibility to remain fed and hydrated, and should follow the nutritional advice as issued.

(c) The Organiser is only obliged to cover your transport arrangements to exit the event, at any point once the Event has started, if you are deemed medically unfit to make your own arrangements. In this instance, you will be transported to the nearest Event Rest Stop, medical facility, or other location deemed suitable by the Organiser and their medical staff..

(d) The Organiser accepts liability for negligent acts and/or omissions by its our employees, agents, suppliers or sub contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of the Event that we are contractually obliged to provide. The Organiser will therefore pay such damages as may be awarded under English law.

(e) The Organiser excludes and limits all other liability to the extent permitted under law and damages are not payable where any failure to perform the contract is due neither to any fault on the part of the Organiser or a supplier of any part of your arrangements associated with the Event, or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of services associated with the Event, or a force majeure circumstances beyond the Organiser's control.

8. Insurance

You agree to read and abide by the Event Insurance Advice where issued and accept that Personal liability and Personal Accident Insurance is NOT included in the cost of the Event.

9. Law and jurisdiction

These terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales. Any dispute which may arise between the parties concerning these terms and conditions shall be exclusively determined by the English Courts.