

TERMS AND CONDITIONS OF ENTRY FOR THE SURREY 5 PEAKS

In these Conditions the following definitions shall apply:

- "Agreement" – the agreement between you and Surrey Care Trust (Charity number: 285543) comprised of the Event Conditions and these Conditions of Entry;
- "DPA": The Data Protection Act 1998;
- "Event" – Surrey 5 Peaks organised by Surrey Care Trust;
- "Event Conditions" – the terms and conditions, in addition to these Conditions of Entry, provided to you by Surrey Care Trust in respect of the Event from time to time;
- "Event Date" – the announced date of the Event;
- "Event Details": the name, image, and event time of each participant
- "Fee" – the fee payable by you to Surrey Care Trust in consideration of your participation in the Event, as specified in the Event Conditions;
- "we", "us", "our", "Charity" "Surrey Care Trust" or "SCT" – means Surrey Care Trust;
- "you" "your" – the entrant to the Event
- "Officials": any event officials as appointed by Surrey Care Trust from time to time;
- "Partners": any sponsors, suppliers, licensees or partners of the event from time to time;
- "Personal Data": Shall have the meaning given to it in the DPA;
- "Privacy Policy": Surrey Care Trust's privacy policy which can be found on Surrey Care Trust's website.
- "Rules": the laws, rules, and regulations of other relevant governing body

1.Entry

1.1.By submitting your application, you are agreeing to enter the Event and to abide by these Conditions of Entry, the Event Conditions and any instructions given to you by the organisers and officials of the Event.

1.2.All ages welcome, however, all participants under the age of 18 years (on the day of the Event) must be accompanied by a parent/guardian or provide a completed minor consent form. By registering any child under 13, you are consenting to the collection of the child's information that you are providing for the purposes of registration.

1.3. The registration fee for the Event is £60 (£48 early bird), which must be paid to Surrey Care Trust at the point of registration. We are unable to offer refunds of the registration fee, should you no longer be able to attend after you have agreed to the Event Organisers terms and conditions and after the period set out in our Cancellation Policy below.

1.4. Deferrals are decided on an individual basis. Should you defer, you must agree to abide by all Terms and Conditions that Surrey Care Trust publishes for the subsequent event; this may include any increase in the amount of sponsorship money you pledge to raise.

2.Event Safety

2.1.The Event takes place largely on a natural earth path, it is firm but bumpy and uneven. In places where it is more challenging there are tree roots and loose stones on the surface making it unsuitable for people with impaired mobility and users of wheelchairs or mobility scooters.

2.2.At all times during the Event, you must adhere to all instructions given by the Event officials.

2.3.Event safety rules apply to the wider event not just your participation in the sponsored walk.

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2.4 The following are not permitted in the Event:

2.4.1. Any animal that shows signs of or has a history of aggression.

2.4.2. Any other item that could potentially inhibit the flow or safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to you or other participants.

2.5. Participants agree that their dog is their sole responsibility and, should their animal cause any direct or indirect harm to other participants, volunteers or SCT staff, they are solely liable for any damages, expenses/fees, and injury incurred.

2.6. You warrant to us that you will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If you are in any doubt, we recommend that you seek medical advice.

3.Event Ejection:

3.1. We reserve the right to refuse entry to the Event or to ask you to cease participation if: –

3.1.1. You fail to follow instructions given by Event officials;

3.1.2. You attempt to participate in the Event in a manner that we, acting reasonably, believe: –

- May cause injury to you or another participant;
- May damage or harm the environment;
- In our opinion is likely to cause offence;

3.1.3. In our opinion you are unfit to participate in the Event due to: –

- The consumption or use of alcohol or drugs;
- An injury or illness;

3.1.4. You fail to arrive at the start location at the specified time;

3.1.5. You are unable to make sufficient progress in the Event to allow you to complete the event in line with timelines set by Event officials.

4.Changes, Postponement, or Cancellation:

4.1. Cancellation by you: Should you, for whatever reason, make the decision to not take your place in the Activity, your registration fee will not be refunded. However, if you cannot take part due to a reason such as injury, you may be able to defer your entry in the Event. Please contact us to discuss.

4.2. Cancellation by us

4.2.1. We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism, inclement weather conditions or pandemics.

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4.2.2. In such circumstances: –

- We will, if practicable, provide written notice of cancellation to the address we hold for you. In the event that written notice is not practicable due to the timescales involved we will use reasonable endeavours to provide other suitable methods of notice including, email, mobile phone, text message, television and radio broadcasts; and
- If the circumstance leading to cancellation are covered by our cancellation insurance, we will refund your fee.
- If the circumstance leading to cancellation is not covered by our cancellation insurance, we will not refund the fee, but will, if possible, re-schedule the Event at a later date or transfer your entry to the following year at no extra cost.

4.2.3. In the Event of cancellation of the Event we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

4.3 We may change the Event Date at our sole discretion. In such circumstances we will always endeavour to provide reasonable notice of said change. If the change in date results in you wishing to cancel, we will transfer your entry to the following year at no extra cost.

4.4. **Sponsorship money:** If the Event is cancelled (and you don't defer your entry), or you decide not to participate, you are responsible for contacting your sponsors to inform them that you are no longer taking part and for confirming with them whether they are happy for the money they have donated to still be given to Surrey Care Trust. If you are using sponsorship forms for your fundraising, all sponsorship forms and monies collected should be forwarded to us or returned to your sponsors in accordance with their wishes.

5. Use of Images and/or Videos

5.1. You confirm that you are happy for your name and any video footage or photographs taken of you during the Event to be used by Surrey Care Trust for commercial and fundraising purposes, such as preparing marketing material for future challenges and uploading videos and photographs from the Event to social media to promote the Event and celebrate the success of our fundraisers.

5.2. Please let us know if you do not want us to use video footage or photographs of you in this way by contacting us.

5.3. If we would like to use video footage, photographs, or other details of your participation in the Event for any other marketing purposes, we will only do this with your prior consent. We will contact you separately where this is applicable.

6. Privacy and Data protection

6.1. For further information about how we collect and use personal data, please refer to our **[Privacy Policy](#)**.

7. Liability

7.1. In no event shall we be liable to you whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:

- 7.1.1. loss or damage;
- 7.1.2. loss of profit;
- 7.1.3. loss of reputation;

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7.1.4.loss of business, revenue or goodwill;

7.1.5.loss of anticipated savings;

7.1.6.pledges made on your behalf or by you to charity; or

7.1.7.consequential or indirect loss, regardless of whether the loss or damage:(a) would arise in the ordinary course of events;(b) is reasonably foreseeable; or(c) is in the contemplation of the parties, or otherwise.

7.2.Nothing in this Agreement shall affect our liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

8.General

8.1.If there is a conflict or inconsistency between any provision contained in the body of these Conditions of Entry and any provision contained in the Event Conditions, except where provided to the contrary in the latter, the Event Conditions prevail to the extent of the conflict or inconsistency.

8.2. 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.

8.3.If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

8.4.The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

8.5. We may vary these Terms and Conditions from time to time and the up-to-date terms shall be available on our Website.

Last updated: February 2025