# **GroceryAid Participant Terms and Conditions**

Thank you for booking a place at a GroceryAid Cycle Challenge event and supporting our work making life better for grocery people in need.

These terms and conditions apply to all cycle event bookings.

## Minimum sponsorship and confirmation of booking

You have agreed to pay £1,650 for GroceryAid. This will cover the cost of running the event and the remainder of the funds £450.00 will serve to support GroceryAid's important work.

We will issue an invoice for the full amount (cost of running the event and the donation to support GroceryAid's ongoing work in the industry. We must receive the full amount within 30 days of the invoice being issued, or such shorter period as GroceryAid may specify, for example if you book less than 30 days before the event.

Your booking and place at the event will be confirmed only upon receipt of the full amount. If the full amount is not received by the due date your booking will be cancelled.

Where a corporate has made a sponsorship booking and your place is covered by this, we will issue the corporate with an invoice and this will cover both the sponsorship and your place in the event.

### **Cancellation of booking**

If you wish to cancel your booking for any reason you must notify the GroceryAid events team: <u>events@groceryaid.org.uk.</u> GroceryAid will confirm your cancellation in writing. Donations that you have procured for GroceryAid will not be refundable and the following charges will be payable.

Period before start date of Event within which notification is received	Cancellation charge
6 months prior to the event	50% cancellation fee
4 months prior to the event	100% cancellation fee

#### Substitutions

Substitutions of event participants may be made with employees from your organisation at any time. You must email <u>events@groceryaid.org.uk</u> with the name and contact details of any substitution promptly before the event. The substitute must be able to take part in the event in accordance with these terms and conditions and must agree to these terms and conditions. You may not sell or otherwise transfer places at GroceryAid events to others.

#### Cancellation or postponement of the event

For the purpose of this provision "force majeure event" means any event that is beyond the reasonable control of GroceryAid, including (without limitation) supplier or contractor failure, venue damage or cancellation, health scares, epidemics, failure or problems with public utility supplies, failure of computer equipment, withdrawal of sponsor or partner, industrial dispute, national emergency, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war.

GroceryAid may at its discretion change the date or cancel an event at any time for any reason. Where GroceryAid changes the date or cancels an event for any reason except due to a force majeure event, GroceryAid shall offer you the option of attending any rearranged event that GroceryAid at its discretion chooses to organise.

Where a force majeure event has or may have in GroceryAid's reasonable opinion an adverse impact on the ability of GroceryAid to hold the event at the planned venue or on the planned date, or the event generally, GroceryAid shall at its discretion be entitled but not obliged to provide an alternative venue for the event and/or reschedule the event. Any donations procured by you for GroceryAid in relation to the event shall be applied to any rescheduled event, but for the avoidance of doubt donations cannot be

#### returned.

To the fullest extent permitted by law, GroceryAid shall not be liable to you for any loss, delay, damage or other lability incurred resulting from or arising in connection with the cancellation or date change of the event howsoever arising or any venue change.

#### **Fitness to participate**

You acknowledge that participation in any GroceryAid event is at your own risk and, to the fullest extent possible in law, you will not hold GroceryAid responsible for any accident, injury, illness or loss that you sustain.

You agree to fully prepare yourself for the physical challenge and ensure that you are medically fit to participate without undue risk to your health. If you have a pre-existing medical condition or are unsure of your physical ability to take part in the event, you must seek medical advice before participating.

You are responsible for securing appropriate insurance cover, if required, for the activity. If you do anything to void your insurance, including not declaring a pre or existing medical condition, you are fully responsible for paying any and all associated costs.

The GroceryAid cycle challenges is managed and run by our event agency pie (Passion In Events Ltd, company number 7981528) ("PIE").

You must sign up to and comply with PIE's Participant Terms and Conditions in order to take part in the event. You must also comply with any reasonable instructions given by PIE and/or GroceryAid in advance of or at the event itself.

You must notify us of any medical conditions providing full details to us as soon as possible and in any event at least 21 days prior to the event. You may have to produce a certificate of fitness from an appropriately qualified person in order to take place – we will let you know whether this is a requirement once we have your medical information.

#### Photography and videos

You acknowledge that images and/or video may be taken by GroceryAid and/or PIE at the event and GroceryAid and/or PIE may use the images and/or video for promotional purposes. This may include printed documents or media, editorial coverage, advertising press, and use on the internet. By submitting registration details, attendees agree that their image may be used in this manner. If you do not wish to be included in photographs or video footage, please speak to a member of GroceryAid's team when you arrive at the event.

You acknowledge that any images and/or video you take at the event, or are taken on your behalf at the event, shall be used responsibly and shall not cast GroceryAid, PIE or any other participants in a negative view, which shall be decided by GroceryAid in its absolute discretion.

#### Your personal data

GroceryAid is the controller and is responsible for your personal data, which will be processed in accordance with our privacy policy: <u>https://www.groceryaid.org.uk/privacy-policy/</u>. PIE uses your personal data as a processor on behalf of GroceryAid. We have a contract with PIE which governs their use of your personal data.

We will collect, use, store and transfer your personal data (e.g. your name, email address, dietary requirements), as required for the organisation and administration of the event. For more information on how we process personal data and the legal rights of data subjects, please see our privacy policy or contact GroceryAid's events team: <a href="mailto:events@groceryaid.org.uk">events@groceryaid.org.uk</a>.

#### **Refusal of admission**

No attendee will be admitted to the event without a valid ticket. GroceryAid may at its discretion refuse admission or require an attendee to leave if the attendee, in the reasonable opinion of GroceryAid or its agents or contractors, behaves in a way which may affect the smooth running of the event, the enjoyment of other

attendees, and/or the safety of any person. For the avoidance of doubt, in such circumstances the attendee will not be entitled to a refund.

Unless an event is specifically advertised as being open to under 18s, GroceryAid will not admit anyone under the age of 18 to our events. We reserve the right to ask to see proof of age on entry and to refuse admission to an event if you are unable to provide proof of age that is satisfactory to GroceryAid. For the avoidance of doubt, if you are refused admission in these circumstances, you will not be entitled to a refund.

## Food allergies, intolerances and preferences

Where GroceryAid will provide food at the event, it is the responsibility of the person making a booking to notify us of any food allergies, intolerances or preferences prior to the event.

# Fundraising for GroceryAid

In addition to the minimum sponsorship included in the booking, participants may choose to undertake additional fundraising, In this case, you agree to:

- explain to all donors that the donations are for GroceryAid and are not refundable if you do not participate or complete the event for any reason;
- explain to relevant donors the gift aid donor benefit rules, as follows and procure that gift aid is only claimed on eligible donations.

In order for a donation to be eligible for gift aid, the donor or a connected person must not receive a benefit which exceeds the following limits:

Donation	Maximum value of benefit
Up to £100	25% of the donation
£101 - £1,000	25% of £100 plus 5% of £101-1000
Over £1,000	25% of £100 plus 5% up to a total of £2,500

A connected person includes:

- the donor's husband, wife, civil partner or linear relative (for example son, daughter, parent, grandparent, or grandchild)
- o any linear relative of the donor's wife, husband or civil partner, or
- $\circ$  a company under the control of the donor or under the control of any of the above.
- obtain and pay to GroceryAid all sums from sponsors not later than 28 days after receipt.
- keep details of the names and addresses and amounts donated or pledged by all donors and to provide these details to GroceryAid within 7 days, if requested.
- not raise any funds by:
  - carrying out house to house collections;
  - by collecting in a public place without having first obtained a collector's license from the Local Authority (and if relevant, making it clear that you are not an employee or agent of GroceryAid when applying for such license);
  - collecting on private property without first obtaining the permission of the owner;
  - o holding a raffle or lottery without GroceryAid's prior approval; or
  - carrying out any public fundraising event without GroceryAid's prior approval.
- act honestly and reasonably in all aspects of your fundraising and not to do anything to bring the name of GroceryAid into disrepute.
- not intrude on a person's privacy, be unreasonably persistent in asking people to donate or place undue pressure on a person to donate.

# **Exclusion of liability**

To the fullest extent permitted by law, GroceryAid excludes all liability for loss, injury or damage to persons or property at the event and any indirect or consequential loss. If GroceryAid is liable to you for any reason, GroceryAid's total liability to you in relation to the event is limited to the Minimum Sponsorship.