

Barnes Fitness Limited Terms & Conditions

In these Conditions the following definitions shall apply:

“Agreement” – the agreement between you and Barnes Fitness Limited comprised of the Event Conditions and these Conditions of Entry;

“Event” – Event organised by Barnes Fitness Limited;

“Event Conditions” – the terms and conditions, in addition to these Conditions of Entry, provided to you by Barnes Fitness Limited in respect of the Event from time to time;

“Event Date” – the announced date of the Event;

“Fee” – the fee payable by you to Barnes Fitness Limited in consideration of your participation in the Event, as specified in the Event Conditions;

“we”, “us”, “our”, “Barnes Fitness Limited” – means BARNES FITNESS LIMITED;

“you” “your” – the entrant to the Event or, where you are signing as a parent or guardian for a child aged under 18 for whom you are responsible, your child;

ENTRY

1.1 By submitting your application you are agreeing to enter into the Event and also agree 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 Where you are provided with an electronic chip by us to record your time, this should be used in accordance with the instruction. You agree to return the electronic chip at designated point located near to the finish line of the Event.

1.3 Participants in the Event are subject to the British Athletics competition rules, the rules of England Athletics and The Trail Running Association. If there is any conflict between these rules and the Agreement, the Agreement shall apply to the extent of the conflict.

EVENT SAFETY

2.1 At all times during the Event you must adhere to all instructions given by the Event staff and officials.

2.2 Participation in the Event is personal to you; you are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear the Event number unless explicitly agreed in writing by us. Any breach of this Condition shall render the entry void.

2.3 Unless explicitly agreed in writing by us, it is not permissible to use the following in the Event:

2.3.1 any wheeled device;

2.3.2 any artificial aid;

2.3.3 any pets or animals;

2.3.4 any 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.

2.4 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.

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 staff or officials;

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

(a) may cause injury to you or another participant;

(b) may damage or harm the environment;

(c) in our opinion is likely to cause offence;

(d) otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in Condition 2;

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

(a) the consumption or use of alcohol or drugs;

(b) an injury or illness;

3.1.4 you fail to arrive at the start location at the specified time;

3.2 If, in accordance with Condition 3.1, you are refused entry to the Event or we ask you to cease participation in the Event, you must remove your runner's identification number and electronic chip and return them to an Event official.

CANCELLATION BY YOU

You should inform us immediately if you need to withdraw for any reason. If you do so, your fee will not be refunded. At our discretion you may receive a guaranteed entry for the following year's Event subject to giving us 30 days' notice.

CANCELLATION BY US

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

5.2 In such circumstances:

5.2.1 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, and radio broadcasts; and

5.2.2 you may receive a full or partial refund of the Fee, the amount to be determined by us dependent on the circumstances of the cancellation.

5.3 In the event of cancellation of the Event we will have no responsibility for any costs incurred as a result of cancellation including any third-party booking fees, travel or accommodation costs.

DATA PROTECTION

6.1 For the purposes of this Condition 6, personal information includes, but is not limited to, medical data collected for health and safety purposes (“Personal Information”).

6.2 You agree that the Personal Information relating to you can be stored, used by us and our Event partners in connection with the organisation, staging and administration of the Event.

6.3 Medical information may also be used to allow medical assistance to be given to you.

6.4 You agree that the personal information relating to you may be anonymised and the anonymised data may be used by us and our Event partners in connection with the compilation of statistical information.

6.5 You agree that your name, image and contact details can be used by us and our Event partners for the purposes of:

6.5.1 the promotion and marketing of the Event;

6.5.2 adding you to a mailing list to keep you informed about any future events and services which we believe you might be interested in, such as leisure activities relating to either similar types of events or activities;

6.5.3 promotional and marketing material in respect of similar events or our Event Partner events.

6.6 If you would not like us to use the Marketing Information or Personal Information other than for purposes related to your participation in the Event, please email us directly.

6.7 You agree that we may publish your Personal Information as part of the results of the Event and may pass such information to the governing body or any affiliated organisation for the purpose of insurance, permits or for publishing results either for the event alone or combined with or compared to other events. Results may include (but not be limited to) name, any club affiliation, race times, occupation and age category.

CHANGES TO THE EVENT

7.1 We reserve the right to change the course, or make any other amendment to the Event that we deem necessary to stage the Event including holding the event in a “virtual” format. Any change to the Event will be communicated to you at the Event or sooner if practicable.

7.2 Should the course distance be reduced in accordance with Condition 7.1 for the avoidance of doubt you agree that the Event is still deemed to be staged and that we will not be liable to you for any refund.

7.3 We will endeavour to provide the services and facilities advertised in our marketing materials and on our website but reserve the right to withdraw any or all of these services.

USE OF IMAGE

8.1 The Event may be televised, filmed and/or otherwise recorded and photographs may be taken all of which may capture your participation in the Event. You agree to the publication of such photographs, filming, recording and broadcasts and their use by us and those authorised by us in any way which we may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications and publicity.

8.2 Any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be used for any commercial purpose without our permission.

9. LIABILITY

9.1 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:

9.1.1 loss or damage;

9.1.2 loss of profit;

9.1.3 loss of reputation;

9.1.4 loss of business, revenue or goodwill;

9.1.5 loss of anticipated savings;

9.1.6 pledges made on your behalf or by you to charity;

9.1.7 consequential or indirect loss, regardless of whether the loss or damage:

(a) would arise in the ordinary course of events;

(b) is reasonably foreseeable;

(c) is in the contemplation of the parties, or otherwise.

9.2 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.

10. GENERAL

10.1 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.

10.2 The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

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

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