



Kent Charity Trek - Terms and Conditions of Entry and Participation (“Terms”)

These Terms outline the basis upon which ‘We / Us’, Kent Search and Rescue (Lowland), a charity incorporated in England and Wales, registered under charity number 1091181, of c/o Kent Police Tactical Operations, 2nd Floor, Coldharbour, London Road, Aylesford, Kent, ME20 7SL as the event ‘Organiser’ and ‘You / Your’ as the ‘Participant’ (being the person named on ‘the Registration Form’ and having paid ‘the Registration Fee’), and where applicable ‘the Charity’ that you have nominated to fundraise for (at time of registration on our website. These Terms relate to the Kent Charity Trek ‘the Event’. Full details of the Event, including the itinerary, services, and joining instructions are set out on ‘the Event Website’ and other official correspondence from Us.

1. Entering the Event

1.1 The Event involves physical exertion. You must be satisfied that you are sufficiently healthy, fit and well prepared to participate in the Event. You alone are responsible to nominate your chosen distance, and that there are no current or historical medical conditions which would or may reasonably preclude your participation. If in any doubt you must consult your Doctor before completing the online Registration Form. You must notify the Organiser should your medical condition change prior to the Event, and you also accept and agree that you will not arrive at the Event to take part unless you are well enough to do so. You agree to indemnify Us in respect of any claim arising out of your failure to abide by these terms.

1.2 On the date of the Event you must be at least 18 years old to be eligible to participate within the challenge. All entries are at the sole discretion of the Organiser.

1.3 You must sign-up via the online Registration Form and pay the appropriate Registration Fee; you will receive an email confirming your registration. Your entry is not transferable to any other person.

1.4 If a card payment made by You, or on behalf of You, in respect of the Registration Fee or Self Fund Cost, fails or is blocked for whatever reason, at any time prior to the Event, your entry will be cancelled immediately and you will have to complete a new Registration Form to join the Event, and make a new appropriate payment in order to take part, including covering any third party chargeback fees that the Organiser may have incurred.

1.5 You agree to abide by these terms and any other reasonable direction given by the Organiser ‘Event Rules’ as formally issued and where updated and notified to you from time to time. You also accept that the Organiser has the absolute right to remove you from, or to preclude you starting within, the Event if they believe that your participation might, endanger other participants, employees or agents of the Organiser or any other third party that is rightfully associated with the Event, or if the Organiser reasonably believes that your presence may bring the Event’s reputation into disrepute, or may result in illegal activity.

1.6 You agree to the Organiser making contact with you via email, phone, text message, mail or any other appropriate mechanism in respect of the Event, and You agree to supply the Organiser with any information as may be reasonably requested from time to time in respect of your participation in the Event in an accurate and prompt and timely manner. You also agree that the Organiser may contact you via an appropriate mechanism in relation to other events operated by the Organiser for a full 3 calendar year period under its’ legitimate interest in You as a customer, until such time that You request, by emailing the Organiser, that no further contact should be made.

1.7 If You have chosen to fundraise for a charity other than the Organiser, You authorise the Organiser to send and share your data, as set out on the Registration Form (with any personal sensitive and non-relevant data removed) with the Charity that you have nominated. You also agree to, and authorise, the Charity making subsequent contact with You via email, phone, mail or any other appropriate mechanism to enable the Charity to confirm your participation in the Event as fundraiser for the Charity, and to set out their fundraising procedures, and to introduce to You other events that the Charity is involved in with the Organiser.

1.8 You agree to, and authorise, limited and relevant data components within your Registration Form being sent, by the Organiser, to a competent third parties for the Event timing**, Event safety, and Event control purposes. You also agree to



your timing data in respect of the Event, including your name, being posted on the Event timing website unless you e-mail the Organiser at least 14 days prior to the Event requesting that this does not happen (in which case your name would not be visible). ** Not all events will have a timing website.

1.9 You will act responsibly, honestly and legally at all times in respect of your participation in the Event and during the time leading up to it, and will not bring through your actions the Event, the Organiser, and if applicable the Charity into disrepute.

1.10 You participate within the Event entirely at your own risk, and You understand and accept that participation within outdoor endurance events involves inherent risks of injury, accidents, exhaustion, dehydration, exposure to inclement weather conditions, and getting lost.

1.11 The Organiser reserves the right to use photographs or video type footage taken on the Event that may include You for digital marketing, on-line material, print marketing, and advertising.

1.12 You agree that any relevant details obtained by the Organiser's Medical Team whilst You are on the Event, and in respect of any treatment, consultation or diagnosis that was given to You whilst on the Event, can be recorded and consolidated for the purposes of the Organiser, or their Medical Team, contacting You after the Event if required to check on Your well-being, and to produce any operational statistics relating to the Event as may be reasonably required.

2. Event Information

2.1 All correspondence with the Event Organiser must be through kentcharitytrek@ksar.co.uk or the Event website.

2.2 After registering you will be emailed to the registering email and it is your responsibility to read and act on the information supplied.

3. Charity Fundraising and You Cancelling Your Registration

3.1 The cost of You taking part in the Event, the 'Registration Fee' is your responsibility to pay. Any payment made is subject to the 'Cancellation Policy' as set out below. This applies to where You wish to cancel, if:

3.1.1 Within 14 days of registering - 90% of Your Registration fee will be refunded, provided that there is at least 6 weeks and one day before the Event.

3.1.2 After 14 days of registering and up to 6 weeks before of the Event - 50% of Your Registration fee will be refunded.

3.1.3 Within 6 weeks of the Event we will not offer any refund of Your Registration fee.

3.2 All fundraising monies should be paid via charitycheckout.co.uk with these monies raised split between Your chosen Charity and Kent Search and Rescue (Lowland) at the rate as set out at the time of You booking the Event.

3.3 If You cannot attend the Event for any reason whatsoever Your refund entirely depend on the notice time provided to Us prior to the Event. The Organiser reserves the right to make reasonable changes to this Cancellation Policy. Where we have to cancel or postpone the event you may be eligible for a refund as set out below.

4. Itinerary changes and Us Cancelling the Event

4.1 The itinerary, and associated services, for the Event are as set out on the Event Website and Registration Emails. The Organiser reserves the right to make reasonable changes at any time in order to ensure the Event is operated safely and responsibly. Should there be a significant and material change prior to the Event taking place, which is not a result of force majeure (and for the avoidance of doubt, this does not include any reasonable change to the applicable route, howsoever arising) then the Organiser will inform You as soon as is practicable and You may either agree to proceed with the new itinerary, transfer your place to another event operated by the Organiser, or cancel your participation in the Event in which



case you will receive a full refund of any Registration Fee paid, we reserve the right to levy a 5% deduction for a contribution to the services used at that point.

4.2 The arrangements for any refunds to fundraising donors are strictly between the Charity and You in this instance if you have chosen the Charity Fundraising option, or are fundraising independently for a charity having chosen the Self Fund option.

4.3 The Organiser reserves the right to cancel the Event, in which case an appropriate refund of the Registration Fee will be made within 8 weeks of the cancellation notice being issued.

4.4 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. The Organiser does not accept liability for any delays in your travel or Event departure arrangements, or for any reasonable and proportional changes to the Event itinerary in circumstances of Force Majeure.

4.5 Force Majeure means any unusual or unforeseen circumstances beyond the Organisers' reasonable control, including but not limited to an act of God, war, accident, road closures, failure of power supply, abnormal or inclement weather, fire, floods, explosion, labour disturbance, riots, or acts of terrorism.

4.6 We do not make any payments compensating for losses or other costs, howsoever arising, whether reasonably foreseeable or not that You incur in the case of an itinerary change.

5. Changes or Requests made by you

5.1 Any change that you are requesting must be notified by You to the Organiser by email, or as advised. 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.

6. The Organisers' obligations to you

6.1 The Organiser will provide medical support on the Event, and the prime role of the medical support teams will be to deal with genuine medical emergencies as their first priority. You should bring your own small personal medical kit and any medicines you require. You must follow the equipment and clothing advice as issued. You are responsible for your own safety.

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

6.3 Whilst the Event route will be signed and a route map issued electronically, it is your responsibility not to get lost and You must carry a fully charged mobile phone whilst on the Event. The Organiser will manage the exit of participants who drop-out from the Event, having started it, in a way that they deem is correct, safe and relevant for the overall management of the Event. You are advised to have a friend or relative that You can contact in case you choose to exit from the Event prior to the finish.

6.4 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.

6.5 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.



6.6 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.

7. Insurance

7.1 You agree to read and abide by any Event Insurance Advice where issued and accept that Personal liability and Personal Accident Insurance is NOT included in the cost of the Event. We strongly advise that you seek personal insurance cover, and premium is payable by you.

8. Law and jurisdiction

8.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any dispute which may arise between the parties shall be exclusively determined by the English Courts should the parties not be able to resolve without course to litigation.

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