



## Lost Hours Walk London 2021 Participant Terms

**Thank you for your interest in Lost Hours Walk London for CALM. By applying for entry into the event, you “the participant” are agreeing to these Terms. Please read the following carefully and check the details provided are complete and accurate, before you submit the Registration Form.**

### **1. 1. INTERPRETATION**

The following definitions and rules of interpretation apply in these Terms.

- 1.1. **Registration Form:** the registration form to which these Terms are attached.
- 1.2. **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.3. **Participant:** a participant whether paying or not paying on the Event as confirmed by the charity.
- 1.4. **CALM:** CALM, a trading name of Campaign Against Living Miserably registered charity numbers 1110621 and Scot SC044347
- 1.5. **pie:** pie, pie events or pie cycling events a trading name of Passion In Events Ltd registered in England and Wales with company number 07981528.
- 1.6. **Registration Fees:** the fees payable by the Participant for the attendance of Lost Hours Walk London.

### **2. COVID 19 TERMS**

- 2.1. I understand that CALM, along with their logistics partner, Passion in Events ('pie'), will be responsible for monitoring and responding to Government guidelines in order to keep participants, staff and volunteers safe.
- 2.2. I understand that some aspects of the Event itinerary are subject to change in line with the guidance in place at the location on 30 - 31 October 2021. CALM and pie reserve the right to modify or cancel an itinerary as necessary.
- 2.3. I understand that some aspects of the requirements of attendance are subject to change in line with the guidance in place at the location on

30 - 31 October 2021. CALM and pie reserve the right to include additional requirements from all participants (including but not limited to face covering and demonstrating a negative lateral flow test result) as necessary.

- 2.4. I understand that any material changes (including but not limited to a change of location or route) will be notified by CALM using contact details provided at the time of registration.
- 2.5. I understand that if the Event is postponed due to Covid 19, CALM will contact me by contact details provided at the time of registration to discuss available options regarding my place.
- 2.6. I understand that if the Event is postponed, I am not entitled to any refund of my registration fee paid to CALM and that registration fee will be transferred to the new date at no further cost to me.
- 2.7. I agree to notify CALM in writing immediately of any changes to any of your details or circumstances, (including but not limited to, name, contact details and medical conditions).
- 2.8. I agree to not travel to the event if I am showing any of the following recognised Covid-19 symptoms including but not limited to:
  - 2.8.1. A new continuous cough
  - 2.8.2. A high temperature
  - 2.8.3. A loss of, or change in your normal sense of taste or smell
- 2.9. I agree to follow all health and safety rules as set by CALM, pie events and Government guidelines.
- 2.10. I understand that CALM & pie events reserve the right to remove any participant at the Lost Hours Walk London who is not complying with health and safety rules set out by the organisers.

### **3. PARTICIPATION**

- 3.1. By completing and submitting the registration form, I am confirming that I will be 14 years old on the date of the event. Anyone that is not 14 years old on the date of the event will not be able to take part and will not be entitled to any refund of the registration fee.
- 3.2. I understand that participants aged 14 - 17 years old on the date of the event must be accompanied at all times by a responsible adult who is also participating in the event.
- 3.3. I understand that all participants are required to pay CALM a non-refundable registration fee to secure their place in the event.
- 3.4. I understand that selling or transferring a place in Lost Hours Walk London to someone else is not permitted.
- 3.5. ID will need to be presented by every participant upon arrival at the Event in order to confirm personal details. CALM have the right to refuse participation should the details not match the information provided on the registration form.

- 3.6. I shall be fully responsible for arranging and funding my own travel arrangements to and from the Event. CALM shall have no liability to participants (or any third party) if they suffer any loss as a result of Lost Hours Walk London being cancelled, suspended or delayed.
- 3.7. I understand that if I elect not to participate for any reason, and Lost Hours Walk London goes ahead, I will not be entitled to any refund of the Registration Fee or the funds raised for CALM.
- 3.8. I agree to notify CALM in writing immediately of any changes to any of your details or circumstances, (including but not limited to, name, contact details and medical conditions).

#### **4. HEALTH, SAFETY AND FITNESS**

- 4.1. I acknowledge that I am required to complete a medical statement as part of the Registration Form. By registering, I agree to the collection of this information.
- 4.2. I understand that If CALM or pie feel that I am not fit to participate in the Event, I will be notified of that and may not be allowed to participate. I acknowledge and agree that this is for my own safety and as a result, no refunds will be given.
- 4.3. By submitting your Registration Form I:
  - 4.3.1.1. acknowledge that there may be risk of personal injury, death, loss or damage to yourself, to others or to property by participating in an Event;
  - 4.3.1.2. accept that whilst all reasonable care is taken, CALM or pie cannot accept any liability for any injuries, loss, or damage caused as a result of your participation in Lost Hours Walk London and participation is entirely at my own risk;
  - 4.3.1.3. acknowledge that neither CALM, pie, nor any of our subcontractors have any responsibility for assessing my capability to participate. I further release CALM, pie and our representatives from any and all claims or liabilities they may have to myself or others in that respect;
  - 4.3.1.4. warrant that I am physically and mentally fit and able to participate in the Event and have obtained all required consents and clearances from my GP to participate in the Event.
- 4.4. I understand that this Event is organised by a Third Party Event Organiser, Passion In Events ('pie events') who is solely responsible for the conduct and operation of the Event, including all health and safety requirements.
- 4.5. I will take part in the Event at my own risk and will not hold CALM, pie or any connected persons responsible for any accident, injury or illness sustained to the fullest extent possible in law.

- 4.6. I will fully prepare myself for the physical challenge of the Event and I will check with my doctor to ensure that I am medically fit to participate in the Event.
- 4.7. I agree that should any medical or physical condition arise prior to the Event which is likely to affect my ability to compete in the Event, I will withdraw from the Event and confirm my withdrawal to CALM in writing.
- 4.8. I understand that neither CALM nor pie events provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at and/or participation in the Event. Participants shall be responsible for arranging their own suitable and adequate insurance protection to cover their participation in the Event, including without limitation cover:
  - 4.8.1.1. for material loss/damage to any equipment they may use in the Event or personal property (including clothing);
  - 4.8.1.2. any loss or damage they may cause to a third party;
  - 4.8.1.3. sickness; or
  - 4.8.1.4. negligence of any party.

## **5. FUNDRAISING**

- 5.1.1. I agree that all fundraising activity undertaken as part of the Event will be for the benefit of CALM only.
- 5.1.2. I agree that all funds shall be raised using legal methods and I will not do anything that harms or is likely to harm CALM's reputation. This includes:
  - 5.1.2.1. Raising funds through door-to-door collections
  - 5.1.2.2. Collecting in a public place without first obtaining a collectors' licence from CALM and authorisation from the local authority
  - 5.1.2.3. Collecting on private property without first obtaining a collectors' license from CALM and permission of the owner of the private property (includes pubs, shops etc)
  - 5.1.2.4. Conducting a raffle or lottery without firstly contacting CALM and following any steps that CALM require
  - 5.1.2.5. Putting on a public Event without firstly contacting CALM and following any steps that CALM require
- 5.1.3. I agree that if I withdraw for any reason prior to the Event, I will inform any sponsors immediately, who are entitled to a refund of their donations upon request.
- 5.1.4. I agree that if the Event is cancelled or I do not complete the Event, I will inform any sponsors immediately, who are entitled to a refund of their donations upon request.
- 5.1.5. I will not use the CALM logo without permission in writing.

## 6. SOCIAL MEDIA, VIDEO AND IMAGERY

- 6.1. I acknowledge that images and/or video will be taken during the Event by CALM, CALM's representatives or other participants.
- 6.2. I acknowledge that CALM have no control over images and/or videos taken by participants who may use such images in the public domain.
- 6.3. I give consent to CALM and grant CALM and its representatives a licence to take and use images, videos and any other form of media from an Event and that any such images, videos or other media may be used by us or our representatives on any social media or other media platform, which I acknowledge may be made available to the public.
- 6.4. I acknowledge that:
  - 6.4.1.1. once images or videos are in circulation or have been published, it may be impossible to remove them; and
  - 6.4.1.2. it is not CALM's responsibility to remove the images or videos, save for any videos or images on our website or social media platforms.
- 6.5. I consent to being filmed/photographed by CALM or someone contracted by CALM in relation to this Event. The rights to such footage or photographs will be CALM's.
- 6.6. I give permission for the free use of your name, picture, image, feedback and comments in any future publicity, advertising, fundraising materials and/or promotion in perpetuity.
- 6.7. I agree that no payment will be made to me for the use of any photographs, images or films in which I may feature.

## 7. DATA PROTECTION

- 7.1. Each Participant agrees that information provided to CALM in connection with the Event may be used by CALM in accordance with current prevailing data protection legislation.
- 7.2. CALM will use the information provided by Participants to manage the Participant's involvement in the Event. CALM will keep the Participant up to date with CALM activities or provide any other information in accordance with their stated preferences.
- 7.3. CALM will pass on to the Event Organiser (pie) personal information for the purposes of the organisation, promotion and administration of this Event. CALM will collect certain information from you which may be considered sensitive personal data (including but not limited to your name, next of kin, contact details, travel preferences and special needs/disabilities/dietary requirements) (**Your Information**) via the Registration Form or other means. We collect it to cater to participant needs or act in their interest, and we are only prepared to accept

sensitive personal data on the condition that we have participants' positive consent.

- 7.4. CALM may disclose participant Information to our service providers (who could be located outside the UK/EEA) for the purpose of providing you with our services. Only information necessary for this purpose will be disclosed to them.
- 7.5. By submitting your Registration Form I am consenting to such collection, use and disclosure of such data. I also agree for my insurers, their agents and medical staff to disclose relevant information (which may contain sensitive personal data) to us in circumstances where we need to act in your interest.
- 7.6. I have the right to ask in writing:
  - 7.6.1. for a copy of the information CALM hold about me (for which they may charge a fee) and to correct any inaccuracies in Your Information; and
  - 7.6.2. to ask not to receive direct marketing materials about CALM products and services if I no longer want to receive them.
- 7.7. CALM confirms that we have taken all reasonable steps to have in place appropriate security measures to protect participant Information.

## 8. EVENTS OUTSIDE OUR CONTROL

- 8.1. Neither CALM, pie, nor our subcontractors or representatives will be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.
- 8.2. An **Event Outside Our Control** means any act or event beyond CALM's reasonable control including without limitation strikes, Government guidance around the Covid-19 pandemic, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

## 9. ACCEPTANCE OF THESE TERMS AND CONDITIONS

- 9.1. By registering with CALM to participate in Lost Hours Walk London, I agree to be bound by these **Terms and Conditions**.
- 9.2. If any provisions in these **Terms and Conditions**, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.
- 9.3. CALM may vary these **Terms and Conditions** from time to time and the up to date **terms** shall be available on the Website.
- 9.4. 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 the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these **Terms and Conditions**.

- 9.5. In the unlikely event I have a complaint I shall contact CALM who will, where possible, attempt to resolve your complaint as soon as possible.
- 9.6. I agree that any information provided by myself in connection with CALM events may be recorded and used by CALM in accordance with our Privacy Statement which you can read [HERE](#).