# PEAK RUNNING LTD : EVENT TERMS AND CONDITIONS

When purchasing an entry to a Peak Running Ltd race or other event/activity you are agreeing to the general terms and conditions specified below, as well as any terms and conditions specific to the event.

## **General Terms and Conditions**

By entering a Peak Running Ltd race or other event you are confirming that:

- You understand, acknowledge and accept that the event is a potentially hazardous activity, and that there may be risks unforeseen by the organisers.
- You acknowledge that you are responsible for you own actions and safety.
- You have the necessary fitness and experience to take part, and are experienced enough to make a reasoned decision about choice of kit and equipment, and whether to continue to participate in the event, or to retire from the event rather than jeopardise your own or other people's safety.
- You are entering voluntarily and with full knowledge of the nature of the challenge presented by the event.
- You will comply with requirements relating to mandatory kit, conduct and any additional rules and requirements specified by the organisers.

## **Event Cancellation, Modification or Abandonment**

It is possible for situations that are outside of the organisers control to arise which affect our ability to deliver the event. These include extreme weather, flooding, denial of access for public safety reasons or other force majeure events. In these circumstances, we will endeavour to inform participants of the situation as soon as reasonably practicable and the following conditions will apply:

- We will always make reasonable endeavours to enable the event to go ahead on the planned date or, if necessary, an alternative date, giving careful consideration to the safety or participants and event crew. However, we do reserve the right to cancel, postpone, modify or abandon the event at any time.
- The ability to provide refunds to participants, either full or partial, will be dependent on the specific circumstances and timing in relation to the date of the event. While we reserve the right to retain entry fees paid if the event is cancelled or postponed due to matters beyond our control, the extent that this would be applied would be depend on the irrecoverable costs relating to the event incurred up to the date the situation arose.
- In the case that the event goes ahead with modifications, or is abandoned after it has started, no refunds will be made.

#### **Participant Cancellation**

The policy we apply when participants wish to withdraw from an event will depend on a number of factors relating to each specific event, including the costs and administrative time involved for ourselves, and the likelihood that the place will be purchased by another person.

For each event we specify a percentage of the entry fee that will be refunded in the event of a participant cancelling their place and a deadline for cancellation, after which no refund will be given.

For our races, the refund percentage and cancellation deadline will be stated in the information provided about the specific event on our website.

For guided runs and other events where payment is required in advance, the refund percentage and cancellation deadline will be as follows, unless stated otherwise in the details about the specific event. Refund percentage = 70% of the fee received by Peak Running Ltd. Cancellation deadline = 7 days prior to the event.

In all cases, if optional extras, such as event specific merchandise (e.g. t-shirts), have been purchased during the booking process, these cannot be refunded once orders have been placed with our suppliers.

Deposits paid to secure places at an event are non-refundable in the event of participant cancellation.

## Transfers to another participant

It is our general policy to allow participants to transfer their place at an event to another person, subject to the replacement meeting any qualifying criteria specified (e.g. age, experience). However, the onus is on the participant to find a replacement and the transfer must be complete, with full details of the replacement provided to us, before the transfer deadline specified for the event.

For our races the transfer deadline will be stated in the information provided about the specific event on our website, together with details of the process for arranging the transfer.

For guided runs and other events booked in advance, the transfer deadline will be as follows, unless stated otherwise in the details about the specific event. Transfer deadline = 48 hours.

#### Deferrals and transfers to different events

Deferrals and transfers to different events are not permitted unless otherwise stated in the information for a specific event.

## **Data Protection**

The entry processes collect personal information, and participants must consent to this. This information will be used for collating and publishing of results (where applicable), communication of event specific information and for any other communications relating to the specific event. During the entry process you may be asked whether you consent to being informed about future events that may be of interest.

#### Images

Peak Running Ltd retain the right to use images and photographs taken during the event by event team members or others engaged by them, without informing participants. These images may be used for promotional purposes as undertaken by Peak Running or their associates.

#### Disclaimer

Peak Running Ltd do not accept responsibility and expressly excludes liability to the fullest extent permitted by law for: any loss or damage to any personal property left during an event; death or any personal injury suffered by you at the event unless caused by the negligence of the company.