



The Hospice of St Francis Event Agreement – Terms and Conditions

BACKGROUND:

These Terms and Conditions are the standard terms for The 5 Day Ridgeway Event set out by The Hospice of St Francis, Company No. 1507474, Charity No. 280825 Registered Address: The Hospice of St Francis, Spring Garden Lane, Off Shootersway, Berkhamsted, Herts, HP4 3GW. Paul Stevens Personal Training Registered Address: 27 Hill View, Berkhamsted HP4 1SA.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**HOSF**” means the Hospice of St Francis or Authorised Provider (Paul Stevens Personal Fitness Training)

“**Booking**” means Your booking for The Five Day Ridgeway

“**Booking Confirmation**” means the HOSF acceptance and confirmation of Your Booking as described in Clause 2;

“**Contract**” means the contract for the provision of The Challenge, as explained in Clause 2;

“**Price**” means the price payable for The Challenge;

“**Terms and Conditions**” means these terms and conditions as amended from time to time in accordance with clause 12.6;

“**The Challenge**” means the challenge event which is to be provided by HOSF to You as specified in Your Booking (and confirmed in the Booking Confirmation);

“**You**” or “**Your**” means you the challenger participating in The Challenge provided by the HOSF

2. THE CONTRACT

2.1 These Terms and Conditions govern the sale and provision of The Challenge by HOSF and will form the basis of the Contract between the HOSF and You. Before making Your Booking, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask HOSF for clarification.

2.2 Nothing provided by HOSF including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking constitutes a contractual offer that HOSF may, at HOSFs discretion, accept.

2.3 A legally binding contract between HOSF and You will be created upon HOSF acceptance of Your Booking, indicated by the Booking Confirmation. Booking Confirmations will be provided to You in writing within 7 days of Your Booking.

2.4 HOSF shall ensure that the following information is given or made available to You prior to the formation of the Contract between HOSF and You, save for where such information is already apparent from the context of the transaction:

2.4.1 The main characteristics of The Challenge;

2.4.2 Company identity (set out above in sub-Clause 1.1) and contact details (as set out in Clause 10);

2.4.3 The total Price for The Challenge including VAT;

2.4.4 The arrangements for payment, performance and the time by which HOSF undertakes to provide The Challenge;

2.4.5 HOSF's complaint handling policy;

2.4.6 The duration of the Contract and the conditions for terminating the Contract.

3. YOUR BOOKING

3.1 All participants on The Challenge must be either over 18 years of age or accompanied by a participating parent or guardian. If they are between 15-17 years of age (by the date The Challenge commences) Child 14 years and younger cannot participate in The Challenge.

3.2 Your Booking for The Challenge provided by HOSF made by You is subject to these Terms and Conditions.

3.3 Subject to clause 9 You may change Your Booking after receiving the Booking Confirmation before The Challenge begins. HOSF will use all reasonable endeavours to accommodate any requested changes but cannot guarantee that HOSF will be able to do so. If doing so means that HOSF will incur higher costs, HOSF will inform You and ask how You wish to proceed before taking any action. HOSF will not charge You a higher Price without Your agreement.

4. PRICE AND PAYMENT

4.1 The Price of the Challenge will be calculated in accordance with HOSF's price list in place at the time of Your Booking.

4.2 The HOSF prices may change at any time but these changes will not affect Bookings that HOSF has already received.

4.3 Single supplement fees are associated with The Challenge if you are taking part on your own and there is not another participant of the same sex to share with you will need to pay the single supplement fees (please visit the website for costs.)

4.4 This is a Multiple day challenge that requires a Registration Fee to confirm the booking, The remaining balance fee (trip costs), will be clearly advertised on the webpage and during the booking process. Stating when the final fees are due for payment.

4.5 In certain circumstances, if Your Booking is cancelled before The Challenge begins, The Price will be refunded in full or in part. Please refer to Clause 9 for cancellation conditions.

4.6 If a Deposit has been paid, the remaining balance of the Price will be payable no later than 6 weeks (15th May) prior to the date of The Challenge commencing.

4.7 Additional items such as out of pocket expenses or any additional items requested by You after the balance of the Price has been paid will be invoiced separately to You. Please note that HOSF will not incur any additional expense without Your prior agreement.

4.8 HOSF accepts the following methods of payment:

4.8.1 Debit / Credit Card

4.8.2 PayPal;

4.8.3 Bank Transfer;

4.8.4 Cheque;

4.8.5 Cash.

4.9 Credit and/or debit cards will be charged online through our PayPal or Stripe terminal.

4.10 If You do not make full payment to HOSF by the due date as detailed in Clause 4.5, HOSF may cancel Your Booking. If this occurs, HOSF will retain any payments including your Deposit in full.

4.11 Subject to the sole discretion of HOSF, the provisions of sub-Clause 4.9 may not apply where You have promptly contacted HOSF to dispute a Booking in good faith.

4.12 If The Challenge does not meet minimum participant numbers the trip may not be able to go ahead, The HOSF will refund registration fees fully.

5. PROVIDING THE CHALLENGE

5.1 Subject to the receipt of all payments due, The HOSF will provide The Challenge as specified on The HOSF's Website.

5.2 The HOSF will make every reasonable effort to provide The Challenge on time (and in accordance with Your Booking). The HOSF cannot, however, be held responsible for any delays if an event outside of THE HOSF control occurs. Please see Clause 8 for events outside of The HOSFs' control.

5.3 If the HOSF requires any further information, items or action from You in order to provide The Challenge, the HOSF will inform You of this as soon as is reasonably possible.

5.4 If the information or items You provide, or the action You take under sub-Clause 5.3 is delayed, incomplete or otherwise incorrect, the HOSF will not be responsible for any delay caused as a result. If additional work is required from The HOSF to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or items that You have provided or action that You have taken The HOSF will charge You the cost price.

6. PROBLEMS WITH THE CHALLENGE

6.1 The HOSF always uses reasonable efforts to ensure that The HOSF's provision of The Challenge is trouble-free. If, however, there is a problem with The Challenge The HOSF request that You inform the HOSF as soon as is reasonably possible.

6.2 The HOSF will use reasonable efforts to remedy problems with The Challenge as quickly as is reasonably possible and practical in the relevant circumstances.

6.3 The HOSF will not charge You for remedying problems under this Clause 6 where the problems have been caused by The HOSF, any of their agents or employees or sub-contractors or where nobody is at fault. If The HOSF determines that a problem has been caused by incorrect or incomplete information or items provided by You, or incorrect or incomplete action taken by You, sub-Clause 5.4 will apply.

6.4 If the collective group pace does not meet the minimum agreed pace, the HOSF may be forced to pause, change the itinerary or possibly cancel The Challenge entirely. The HOSF cannot be held responsible for eventualities resulting from the collective pace of the group failing to meet the agreed time frames. No refunds will be made available if such a situation should arise.

6.5 You are responsible for all of Your belongings at all times during The Challenge. You are welcome to leave belongings in any the HOSF vehicles during The Challenge, but You do so at Your own risk. If belongings are left behind after the completion of The Challenge, the HOSF will endeavour to return items to You at cost price, as soon as reasonably possible. If belongings cannot be found after the completion of The Challenge, The HOSF shall not be required to reimburse You for any costs of lost items. All items will be kept for a maximum of 1 months after The Challenge date and if payment has not been made to The HOSF by then, the items will be disposed of and not HOSF's responsibility.

6.6 By accepting these Terms and Conditions, You are confirming that You are in an appropriate level of health and physical condition to participate in The Challenge and You acknowledge and accept that The Challenge requires relevant training and preparation.

6.7 If You are unable to meet the minimum required pace of The Challenge as documented on The HOSF website, whilst very likely, the HOSF does reserve the right to insist that You withdraw from participating in The Challenge if the overall duty of care and service to other participants is being negatively affected. No refunds will be made by the HOSF to You in these circumstances.

6.8 You understand and accept all risks associated with The Challenge including, but not limited to; falls, contact with other participants, body conditions resulting from extreme weather, traffic and road conditions and the type of terrain. You will gain the correct level of travel insurance covering you for the activity and challenge being undertaken. The HOSF reserves the right to ask you for a copy of your travel insurance document.

6.9 The use of headphone music is strictly forbidden as it may interfere with Your ability to maintain awareness of Your surroundings.

6.10 Group safety is an essential priority to The HOSF during The Challenge, which can be delayed, altered or even cancelled if group safety becomes questionable in the eyes of The HOSF or the sub-contractor (Paul Stevens Personal Training) Uncontrollable factors including dangerous weather conditions could force changes or cancellation of The Challenge. The group leader will have the final say on whether The Challenge should be delayed, altered or stopped if group safety becomes questionable in their eyes. No refunds will be made by The HOSF to You in these circumstances.

6.11 Should unforeseen and uncontrollable traffic congestion result in The Challenge being delayed, altered or stopped, the Group Leader will have the final say. No refunds will be made by The HOSF to you in this circumstance.

6.12 The HOSF requires that during The Challenge You remain between the front and back Group Leaders. The HOSF cannot be held responsible for Your safety if You choose not to stay in the company of the Group Leaders.

6.13 In order to complete The Challenge you must remain in suitable condition for exercise. The use of drugs, illegal substances and excess alcohol intake will not be tolerated during The Challenge. The HOSF reserves the right to insist that You withdraw from participating in The Challenge if in the reasonable opinion of the Group Leader of The HOSF you are not in suitable condition for The Challenge. No refunds will be made by The HOSF to You in these circumstances.

7. OUR LIABILITY

7.1 The HOSF provides The Challenge for private purposes. The HOSF makes no warranty or representation that The Challenge is fit for commercial purposes of any kind. By making Your Booking, You agree that You will not use The Challenge for such purposes. The HOSF will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

7.2 Nothing in these Terms and Conditions seeks to exclude or limit HOSF liability for:

- (a) death or personal injury caused by The HOSF's negligence (including that of The HOSF's employees, agents or sub-contractors);or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract and these Terms and Conditions.

7.4 The HOSF has 20 million pound Employers and Public Liability insurance. A copy of the insurance document is available upon request to the contact details found in Clause 10.

7.5 This Clause 7 shall survive termination of the Contract.

8. EVENTS OUTSIDE OF THE HOSF'S CONTROL (FORCE MAJEURE)

8.1 The HOSF will not be liable for any failure or delay in performing The HOSF's obligations where that failure or delay results from any event that is outside of The HOSF's reasonable control. Such causes include, but are not limited to storms, floods, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is outside of The HOSF's control.

8.2 If any event described under this Clause 8 occurs that is likely to adversely affect The HOSF's performance of any of The HOSF's obligations under these Terms and Conditions and/or which would materially and adversely affect the ability of The HOSF to provide The Challenge on the date(s) pre-agreed with You:

8.2.1 The HOSF will inform You as soon as is reasonably possible;

8.2.2 The HOSF's obligations under these Terms and Conditions will be suspended and any time limits that The HOSF are bound by will be extended accordingly;

8.2.3 If the event outside of The HOSF's control continues for more than 7 days, The HOSF will either:

8.2.3.1 Cancel the Contract, inform You of the cancellation in writing and provide a full refund of all amounts paid by You; or

8.2.3.2 Inform You when the event outside of The HOSFs control is over and provide details of new dates, times or availability of a like-for-like replacement of The Challenge. If no such dates, times or availability are provided within 21-days of the originally scheduled Challenge date, The HOSF shall provide a full refund of all amounts paid by You.

9. CANCELLATION

9.1 If You request that Your Booking be cancelled, You must confirm this in writing to The HOSF.

9.2 If You cancel Your Booking, Your deposit will be lost in all circumstances as it is non-refundable and non-transferrable.

9.3 If You do not arrive for Your Challenge, Your booking will be lost in all circumstances as it is non-refundable and non-transferrable.

9.4 If You cancel Your Booking prior to the 14th May, You will receive a 50% refund of the Challenge price, excluding the non-refundable deposit. The refund will be paid to You within 14 days.

9.5 If You cancel Your Booking for The Challenge on or after the 16th May, You will not be entitled to any refund or transfer to another event.

9.6 Any challenge extras purchased can only be refunded if The HOSF are not at a loss.

9.7 The HOSF may cancel Your Booking at any time before The HOSF begins providing the Challenge in the following circumstances, resulting in a full refund to You:

9.8.1 The required personnel and/or required materials necessary for the provision of the Challenge are not available and reasonable substitutes cannot practicably be found; or

9.8.2 The minimum number of 15 participants is not achieved for the Challenge by the 26th April

9.8.3 An event outside of The HOSF's control continues for more than 7 days (please see Clause 8 for events outside of The HOSF's control).

9.9 The HOSF shall be entitled to cancel The Challenge and the Contract immediately by giving You written notice in the following circumstances:

9.10.1 You fail to make a payment on time as required under Clause 4; or

9.10.2 You have breached the Contract in any material way and You have failed to remedy that breach within 14 days of The HOSF asking You to do so in writing.

9.11 If The HOSF cancels Your Booking under sub-Clause 9.10, The HOSF will retain any payments including Your Deposit in full.

9.12 For the purposes of Clause 9 a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

10. COMMUNICATION AND CONTACT DETAILS

10.1 If You wish to contact The HOSF with questions or complaints, You may contact The HOSF by telephone 01442 869 555 or by email at fundraising@stfrancis.org.uk.

10.2 In certain circumstances You must contact The HOSF in writing. When contacting The HOSF in writing You may use the following methods:

10.2.1 by email at fundraising@stfrancis.org.uk or

10.2.2 by pre-paid post at The Hospice of St Francis, Spring Garden Lane, off Shooters Way, Berkhamsted HP4 3GW

11. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

11.1 All personal information that The HOSF may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and your rights under that Act.

11.2 The HOSF may use Your personal information to:

11.2.1 Provide The Challenge to You.

11.2.2 Process Your payment for The Challenge.

11.2.3 I. We would like to keep in contact about upcoming news, events and fundraising activities using the contact details you have supplied above. You may request the HOSF stops sending you this information at any time. For further information please refer to The HOSF [privacy policy](#).

11.2.4 We will share your personal information including medical form with Paul Steven's Personal Training as Guide Leader.

11.2.5 The HOSF will not pass on Your personal information to any other third parties without first obtaining Your express permission.

12. OTHER IMPORTANT TERMS

12.1 The HOSF shall be entitled to transfer, assign or sub-contract HOSF's obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party. In such circumstances You will be informed by The HOSF in writing. Your rights under these Terms and Conditions will not be affected and The HOSF's obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

12.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without The HOSF's express written permission and any agreement for transfer shall be at the sole discretion of The HOSF.

12.3 The Contract is between You and The HOSF. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

12.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

12.5 No failure or delay by The HOSF in exercising any of The HOSF's rights under these Terms and Conditions shall mean that The HOSF have waived any such right, and no waiver by The HOSF of a breach of any provision of these Terms and Conditions shall mean that The HOSF will waive any subsequent breach of the same or any other provision.

12.6 Except as set out in the Contract and these Terms and Conditions, no variation of the Contract or these Terms and Conditions, including the introduction of any additional terms and conditions, shall be effective unless it is confirmed in writing by The HOSF.

12.7 Any photos taken during The Challenge may be used for The HOSF marketing purposes. Please inform The HOSF at anytime if you do not give permission for photos of You to be used.

13. GOVERNING LAW AND JURISDICTION

13.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

13.2 Any dispute, controversy, proceedings or claim between The HOSF and You relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

14. CHARITY SPONSORSHIP

14.1. You can choose to fundraise to cover 100% of your trip costs. In addition to the registration fee you will pledge to raise a minimum of £1,000 in sponsorship. 80% of the fundraising target (£800) must be raised by 15th May and the remaining 20% (£200) to The Hospice of St Francis within 4 weeks of completing the challenge.

14.1.1 Under the Minimum Sponsorship option The HOSF reserves the right to not pay your final trip balance costs if they have not received sufficient sponsorship monies from You by the 15th May. If your balance costs are not paid by The HOSF due to sponsorship obligations not being met, The HOSF reserves the right to cancel your place on the challenge. Your deposit is non-refundable.

14.2 Self fund (to cover the trip costs):

You can choose to cover the trip costs of £449 yourself (in addition to the registration fee) You will need to pay the final trip cost balance of £449 to The Hospice of St Francis by 15th May 2024 to confirm your place.

In addition you will need to fundraise 80% (£441) of the minimum fundraising target (£551) by 15th May 2024 and the remaining 20% (£110) to The Hospice of St Francis within 4 weeks of completing the challenge. Any fundraising undertaken will not be used to pay for trip costs.

The final trip cost balance and sponsorship figures are in addition to the registration fee.

14.3 Unless otherwise agreed in writing with The HOSF, you agree not to use the Challenge to raise funds for any cause other than The HOSF. If you cancel, or you are required to withdraw from the challenge, you will be required to send all sponsorship money collected or received, directly to The HOSF. This money will be retained by The HOSF unless the sponsor has requested that it be returned to them. When fundraising you must make it absolutely clear how much you are raising and how much of the sponsorship will contribute towards your costs. You must not start to collect sponsorship until you have received written confirmation of your booking from us. This will be your confirmation email and will be sent to you one we have received your Booking Fee. All sponsorship money should be sent directly to The HOSF. The sponsorship shall be treated as a donation to the Charity.

