

## EAST ANGLIAN AIR AMBULANCE: EVENT TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1 To make these Terms easier to understand, they contain some defined terms. These defined terms are set out in the table below and if you see one of these terms used in these terms, it will be given the exact meaning as set out below.

<b>Additional Entrant</b>	means any person, other than you, included in your Application (and including any Children);
<b>Application</b>	means an application to enter the Event as made by you in the way set out in section 4.1;
<b>Children</b>	means any Additional Entrant who is aged under 18 (and <b>Child</b> shall be interpreted accordingly);
<b>Confirmation Email</b>	means the email we send you when we accept your Application;
<b>Entry Fee</b>	means the fee payable by you when submitting your Application;
<b>Entry Form</b>	means the entry form to be completed to apply to apply to enter the Event;
<b>Event</b>	means the Event you (including any Additional Entrants) wish take part in, as set out on our Website and confirmed in the Confirmation Email;
<b>Event Organiser</b>	means the company engaged by us to stage the Event;
<b>Rules</b>	means the rules as set out in section 6;
<b>Terms</b>	means these terms and conditions;
<b>we, us, our</b>	means us, East Anglian Air Ambulance.
<b>Website</b>	means our website, a link to which is in section 2.1 (below);
<b>you</b>	means you, the person submitting an Application;

## 2. ABOUT US

- 2.1 We are **EAST ANGLIAN AIR AMBULANCE**, a registered charity. You can find information about us (like our registered charity number and address) on our [Website](#).
- 2.2 If you need to contact us about anything to do with the Event, you can find details of how to contact us on the [contact](#) page of our Website.

## 3. THESE TERMS

- 3.1 Please do read these Terms carefully; they set out important information about the Event. In particular, by agreeing to these Terms, you will be making some important declarations about:
- 3.1.1 your (and any Additional Entrants') fitness to participate in the Event; and
  - 3.1.2 agreeing to comply with the Rules.

## 4. APPLYING TO ENTER THE EVENT

- 4.1 To apply to enter an Event (including applying to enter any Additional Entrants), simply complete the Entry Form by following the onscreen prompts on the Website.
- 4.2 Once you have completed the Entry Form, to submit it to us, you will be required to pay the Entry Fee. Once you have done this (i.e., completed the Entry Form and paid the Entry Fee), you will have submitted an Application to us.
- 4.3 You may only submit (and we will only accept) an Application if you are over the age of 18
- 4.4 Places in the Event are not guaranteed until we have accepted your Application, at which point we will send you a Confirmation Email. At the point at which we send you a Confirmation Email, a binding contract will come into existence between us and you.
- 4.5 There may be circumstances where we are unable to accept your Application. This could be for a number of reasons, including problems with the information you provided us, because the Event is fully booked or otherwise because we are having technical difficulties. If we are unable to accept your entry, we will email you as soon as possible to let you know and will refund you the Entry Fee you paid (by the same method you used to pay).

## 5. DECLARATIONS

- 5.1 The Event is physically challenging and carries with it risks that we cannot entirely eliminate. This includes risks such as:

- 5.1.1 spraining and/or pulling muscles;
- 5.1.2 twisting or damaging joints;
- 5.1.3 fracturing or breaking bones; and
- 5.1.4 death.

**5.2** In addition, by taking part in the Event you (or any Additional Entrants) could make any pre-existing medical conditions worse, or otherwise cause them to flair-up.

**5.3** By submitting the Application, you are agreeing that you will not (and will ensure that any Additional Entrants will not) take part in the Event if you or they:

- 5.3.1 are pregnant;
- 5.3.2 have been advised by a doctor not to take part;
- 5.3.3 are under the influence of alcohol or any illegal drugs; or
- 5.3.4 are under the influence of medication (whether prescription or otherwise) which could have side effects which could be triggered by exertion, or otherwise which may affect your (or their) ability to safely participate.

**5.4 You understand and agree (on your own behalf, and on behalf of any Additional Entrants) that:**

**5.4.1 neither we, nor the Event Organiser, are qualified to express an opinion that you (or any Additional Entrants) are fit to safely participate in the Event and that you must take, and must ensure that any Additional Entrant takes, appropriate medical advice before participating; and**

**5.4.2 in the absence of any:**

**5.4.2.1 negligence (i.e., where we have a duty of care and breach that duty); or**

**5.4.2.2 breach of any other duty,**

**your (and any Additional Entrants') participation in the Event is entirely at your (or their) risk.**

**5.5** As your (and any Additional Entrants') participation in the Event is entirely at your (or their) own risk, we strongly recommend that you and any Additional Entrant take(s) out an appropriate policy of insurance to cover any costs or losses which you (or the Additional Entrant) could incur or suffer associated with the Event.

## 6. RULES

6.1 Before, during and after the Event whilst at the Event venue, you must (and you must ensure that any Additional Entrants) at all times:

6.1.1 act responsibly, sensibly and with good commonsense;

6.1.2 follow any instructions (whether spoken or in writing) given by us (including by members of our staff and volunteer team) or the Event Organiser (including by members of their staff team);

6.1.3 respect other participants and all staff and volunteers at the Event;

6.1.4 never engage in any offensive, insulting or abusive language and/or behaviour; and

6.1.5 not be under the influence of alcohol or any illegal drugs.

## 7. CHILDREN

7.1 For the purposes of this section 7, **Responsible Adult** means, in respect of a Child either someone

7.1.1 with parental responsibility or who is otherwise a legal guardian; or

7.1.2 appointed by a person with parental responsibility or a legal guardian to be responsible for, and take care of, the Child during the Event,

and who has a place at, and will take part in, the Event.

7.2 Unless otherwise stated, where an Event permits Children to take part, the following rules apply:

7.2.1 only Children that meet or exceed the minimum age as set out on the Event details part of the Website can take part;

7.2.2 all Children are to be properly supervised by the relevant Responsible Adult;

7.2.3 the ratio of Responsible Adults to Children taking part in the Event must be in accordance with the ratios as set out on the Event details part of the Website (and we reserve the right to prevent any Children taking part in the Event where the relevant ratios are not met);

7.2.4 if your Application includes Children in respect of which you neither have parental responsibility or nor are a legal guardian, you must have the consent of someone who does/ is to enter each Child in the Event; and

7.2.5 children aged 17 or over will be charged the full adult price and will not be required to be accompanied throughout the Event by a paying adult.

## 8. CANCELLATION

8.1 The law classifies our running of the Event as a supply of services by us to you. Sometimes, if you are a consumer customer (i.e., an individual who is not acting wholly or mainly in connection with their trade, craft, business or profession) when buying services online, you can benefit from a right to cancel any contract entered into for such services. This right to cancel usually runs for 14 days from the date on which the contract between you and the trader is formed. You may have come across this right of cancellation being referred to as the “**cooling-off period**”.

8.2 The cooling-off period applies only in respect of certain services, and because the Event is taking place on a particular time and on a particular date, the cooling-off period does not apply the contract formed between us and you. This means that once we have sent you the Confirmation Email, other than as set out in section 13 you will have no right to receive a refund of the Entry Fee if you cancel your (or any Additional Entrant’s) place at the Event.

8.3 Please note that if we need to postpone or cancel the Event, you may be due a refund. See section 9 for further details on this.

8.4 If you have any questions about your legal rights under this contract, in the first instance we suggest that you contact [Citizens Advice](#).

## 9. OUR RIGHT TO POSTPONE OR CANCEL THE EVENT

9.1 Due to events which are outside of our control, or the control of the Event Organiser, (including dangerous weather conditions, epidemic or pandemic (such as COVID-19), general strike or a change in law) we may need to either cancel or postpone the Event.

9.2 In such circumstances we will notify you as soon as we are able (although, depending on the circumstances, you understand that the Event may have to be cancelled or postponed at short notice).

9.3 If we notify you that the Event is to be cancelled, we will refund you the Entry Fee as soon as we can, by the same method you used to pay. This will be the extent of our liability to you. For example, we won’t be liable to you for any costs you may have incurred in connection with transport or accommodation and we recommend you have appropriate private insurance in place to cover such cost.

9.4 If we notify you that the Event is to be postponed, we will:

9.4.1 as soon as possible, notify you of the new date on which the Event is to take place; and

9.4.2 your (and any Additional Entrant's) place in the Event will remain valid.

9.5 If, however, you or any Additional Entrant can no longer attend the Event on the new date, please contact us as soon as you can and you will be able to transfer your (or the Additional Entrant's) place in the Event to someone different (in respect of which a small fee will be payable).

9.6 If, however, there is no one to whom your (or the Additional Entrant's) place can be transferred, you may cancel your (or the Additional Entrant's) place in the Event, in which case we will refund the Entry Fee (or relevant part of it) as we can, by the same method you used to pay.

## 10. FUNDRAISING REQUIREMENTS

10.1 Usually, an event will have two types of ticket, one with no minimum fundraising target (**Self-Funded**), and one with a minimum fundraising target (**Part-Funded**).

10.2 If your (or any Additional Entrants') ticket is Part-Funded, then you (or any Additional Entrant) will be required to meet the relevant fundraising target (and this will be as set out in your Application and confirmed in the Confirmation Email).

10.3 If you (or any Additional Entrants) fail to meet the required fundraising target, we may do any of the following:

10.3.1 require you (or any Additional Entrants) transfer to an alternative event in order to give you time to raise the funds required;

10.3.2 allow you to take part in the Event, but charge you the difference between the Entry Fee payable for a Part-Funded ticket and the Entry Fee payable for a Self-Funded ticket; or

10.3.3 prevent you from taking part in the Event and terminate this contract.

## 11. CHANGES TO THE EVENT AND THESE TERMS.

11.1 We may make changes to these Terms and/or the Event and this may be to take into account changes in relevant laws and regulations or otherwise to make minor changes. If we do this it's unlikely that the changes will be significant (although please see section 11.2 for what happens if we need to make more substantial changes).

11.2 However, from time to time we may also need to make more substantial changes to these Terms and/or the Event. If we do this we will let you know of the changes as soon as

we can. If you don't agree with the changes, you can contact us and we will refund you the Entry Fee as soon as we can by the method you used to pay.

## **12. OUR RIGHTS TO END THE CONTRACT**

12.1 We can end our contract with you and claim any compensation due to us if:

12.1.1 you fail to comply with these Terms;

12.1.2 you (or any Additional Entrants) fail to comply with the Rules

12.1.3 you fail to comply with any of the rules applicable to Children as set out in section 7.2;

12.1.4 under section 10.3.3, if you fail to meet the fundraising requirements; or

12.1.5 any person attempts to take part in the Event using a false identity.

## **13. TRANSFERRING A PLACE**

13.1 If you (or any Additional Entrants) are unable to take part in the Event due to a serious injury sustained, or medical condition developed, after the time at which the contract was formed, you must let us know as soon as possible and you will be able to transfer your (or the Additional Entrant's) place in the Event to someone different (in respect of which a small fee will be payable).

13.2 If, however, there is no one to whom your (or any Additional Entrant's) place can be transferred, you may cancel your (or any Additional Entrant's) place in the Event, in which case we will refund the Entry Fee (or relevant part of it) as we can, by the same method you used to pay.

## **14. SPONSORSHIP MONEY**

14.1 If you (or an Additional Entrant) is (or are) unable, for whatever reason to either take part in, or complete, the Event, we will not be able to repay to you (or the relevant Additional Entrant) any sponsorship money raised by you (or the relevant Additional Entrant) which we have received.

14.2 If any of your (or the relevant Additional Entrant's) sponsors want any sponsorship money returned, you should ask them to contact us directly and we will then deal with them directly about the return of any sponsorship money.

## **15. OUR LIABILITY TO YOU**

15.1 We're responsible for losses you (or any Additional Entrants) suffer caused by us breaking this contract unless the loss is:

- 15.1.1 **unexpected**, i.e., it was not obvious that it would happen and nothing you said to us before we accepted your Application meant we should have expected it (so, in the law, the loss was unforeseeable);
- 15.1.2 **avoidable**, i.e., something you (or any Additional Entrants) could have avoided by taking reasonable action, including any instructions issued by us or the Event Organiser; or
- 15.1.3 **a business loss.**, i.e., it relates to your entry into the contract for the purposes of your trade, business, craft or profession.

## 16. **PERSONAL DATA**

- 16.1 How we use any personal data you give us is set out in our [Privacy Policy](#).
- 16.2 We may use audio, photography and/or video footage audio of you and any Additional Entrants which have been taken at the Event by the Event photographer/videographer on our website, social media and/or any printed and electronic material which we produce. We will tell you how you or any Additional Entrants may opt out of imagery, video or audio being used by EAAA. You or any Additional Entrants may ask us not to publish photographs by contacting us using the contact details set out in our Privacy Policy.
- 16.3 I agree to you sharing my email address with Sublime Timing for the purposes of sending me my race time and won't be retained for any other reason.

## 17. **COMPLAINTS AND DISPUTES.**

- 17.1 If you have a complaint about the Event, please raise this with us directly in the first instances (details of how to contact us are set out in section 2.2, above). We will do our best to resolve your complaint as soon as we can.
- 17.2 These Terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## 18. **OTHER IMPORTANT TERMS**

- 18.1 We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We will tell you in writing if this happens and we will ensure that the transfer won't affect your rights under the contract.
- 18.2 Other than where you are transferring your place in the Event to someone else in the manner set out in section 13, you cannot transfer this contract to anyone else.



- 18.3 This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 18.4 If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.
- 18.5 We might not immediately enforce any of our rights under the contract. However, this does not mean we can't enforce any of our rights at a later date.