

# ALEXANDER DEVINE CHILDREN'S HOSPICE SERVICES (ALEXANDER DEVINE) EVENT TERMS AND CONDITIONS

These terms and conditions should be read in conjunction with FUNDRAISING TERMS AND CONDITIONS at [www.alexanderdevine.org/terms](http://www.alexanderdevine.org/terms)

## 1 GENERAL

- 1.1 These terms and conditions (**Terms**) apply to all events organised by, or events for which entry places are provided by, Alexander Devine Children's Hospice Service (each an **Event**). By registering for an Event, you agree to comply with these Terms.
- 1.2 Alexander Devine Children's Hospice Service is the operating name of Alexander Devine Children's Cancer Trust. A company limited by guarantee registered in England and Wales No. 5757493. UK Registered Charity No. 1118947
- 1.3 Events are either organised by Alexander Devine or held behalf of Alexander Devine and will be organised or hosted by different providers depending on the Event in question. To the extent a provider has its own terms and conditions which apply to the Event, these will be provided to you. By registering or participating in the Event you are agreeing to comply with the relevant provider's terms and conditions.
- 1.4 If you have any questions please contact Fundraising on 01628 822777 or email [fundraising@alexanderdevine.org](mailto:fundraising@alexanderdevine.org) and a member of the team will be happy to help you.
- 1.5 For the purposes of these Terms, references to "you" mean the individual registering for an Event, and "your" shall be understood accordingly.
- 1.6 Alexander Devine reserves the right to amend/ change any Terms set out in the Event Terms & Conditions. Event attendees/ Participants are encouraged to check the Alexander Devine website regularly to keep up to date with any changes.

## 2 PARTICIPANT ENTRY/EVENT ATTENDANCE

- 2.1 In order to participate in an Event you must provide a completed registration form and, where applicable, pay the entry/ticket fees.
- 2.2 Under 18s are only permitted to take part in certain Events. If this is permitted for an Event this information will be made available to you.

**OR** - If you are under 18 years old, you must get permission to take part from your parent or guardian before registering and your parent or guardian must sign a

permission form confirming this. You must also be accompanied by a responsible adult at the Event.

- 2.3 Alexander Devine reserve the right at any time (whether before or after you have registered for an Event), without liability, to refuse participation to you or any other participant without providing a reason.
- 2.4 You will immediately inform Alexander Devine if for any reason you may not be able to participate in the Event unless paragraph 4.3 below applies. While we will endeavour to resell your entry, Alexander Devine is not required to refund or pay any of your costs due to you not being able to participate in the Event. Please contact us for advice.
- 2.5 Alexander Devine reserve the right to close access to the Event location at or after the time notified to you in advance. If you have not finished the Event by this time but you choose to continue you do so at your own risk with the understanding that you are no longer considered a participant of the Event and as such you are not eligible for any Event resources (including but not limited to check points, refreshments, course direction/support, personnel and event insurance etc.). You shall progress entirely at your own risk and, subject to paragraph 12, Alexander Devine shall have no liability in this regard.
- 2.6 Tickets are not transferable to another person. Please contact us if you can no longer attend an event for advice.
- 2.7 It is essential that you advise us of any food allergies/preferences prior to the Event.
- 2.8 You agree that all funds raised from ticket sales and fundraising activities at the Event are given to Alexander Devine in full.
- 2.9 If the event involves physical activity, participants make the decision to take part and must be satisfied that this activity is suitable for them as individuals and they are 100% responsible for selecting a safe route. Alexander Devine cannot be held accountable for aggravation to illness or injury sustained due to participation in the activity. Participants must wear appropriate clothing and footwear.

### **3 ENTRY FEES**

- 3.1 Entry/ticket fees for each Event are set out on the Alexander Devine website.
- 3.2 Entry/ticket fees and any applicable transfer costs such as travel costs are non-refundable unless paragraph 4.3 below applies.

- 3.3 Entry/ticket fees and transfer costs are deemed to be a contribution towards the administration costs of putting on the Event. The entry fees and transfer costs paid are a charitable donation and a contribution towards administrative costs.
- 3.4 Alexander Devine cannot guarantee availability of places on any particular Event.
- 3.5 All entry fees/tickets are to be paid for in advance of the Event. If full payment has not been received by the stated deadline, as outlined on the Alexander Devine website, you will not be permitted to attend the Event and would be denied entry to the Event if you were to attend on the Event day.

## 4 **CHANGES, CANCELLATIONS AND LAST MINUTE ARRANGEMENTS**

- 4.1 If you arrive late to an Event you must abide by the instructions and decisions of the Event Representatives in attendance at the Event. For health and safety reasons it is possible that latecomers will not be permitted to take part.
- 4.2 Alexander Devine reserves the right without liability to:
  - 4.2.1 reduce or alter Event locations/courses at any time for any reason without prior notice;
  - 4.2.2 postpone an Event at any time for any reason without prior notice; and
  - 4.2.3 postpone or cancel an Event at any time for any reason outside of our reasonable control (**Force Majeure**), including but not limited to an epidemic, pandemic, or adverse weather conditions.
- 4.3 If Alexander Devine cancels an Event at any time for any reason without prior notice (excluding Force Majeure) and the Event is not re-arranged for a new date, Alexander Devine will refund your entry fees/ticket price to you where you do not agree to donate this amount to us.
- 4.4 Alexander Devine reserves the right to update its terms and conditions in relation to any Event at any time prior to the event date.

## 5 **CONDUCT**

- 5.1 You are fully responsible for your actions whilst taking part in an Event. Alexander Devine do not accept responsibility for your actions, nor the consequences of such actions.

- 5.2 You shall, and your supporters shall, abide by the rules and any rules, instructions or regulations communicated in advance or given on the day of the Event by Alexander Devine or relevant authorities or officials.
- 5.3 Alexander Devine will not tolerate harassment in any form. You, your guests and your supporters shall not use aggressive or abusive language or exhibit any form of intimidation, aggression or harassment towards the Event organisers, Event Representatives, marshals, officials, volunteers and/or other participants. You should also avoid behaving in a way which may cause injury or harm to other participants and/or spectators, or which may cause offence or damage the reputation of Alexander Devine. Any participant/guest displaying any anti-social behaviour will be asked to leave the Event immediately and will not be eligible for any refunds.
- 5.4 You shall, and your supporters shall, be respectful of local residents and our environment, not make excessive noise and use the litter and recycling facilities available.
- 5.5 If you attend an event as a lead guest, you will be responsible for any guests you invite to the event and for their behaviour and actions on the day. It is your responsibility as the lead guest to ensure all of your invitees have received a copy of these terms and conditions and if applicable the Alexander Devine Code of Conduct for a specific event.
- 5.6 Dogs are only permitted to take part in certain Events, for example, Santa Dash Windsor. If this is permitted for an Event you have registered for this information will be made available to you in advance. Where dogs are allowed to take part in the Event, Alexander Devine reserve the right to refuse entry to the registration site or the Event course to any dogs that are not on a lead. Any participant who brings their dog(s) to any event where they are not permitted to do so will be refused entry to the registration site or the Event course.
- 5.7 You shall, and your guests/supporters shall, take responsibility for your own consumption of alcohol ensuring appropriate behaviour is always upheld. Any participant/guest displaying intoxication which results in anti-social behaviour towards other participants/guests, staff or volunteers will be asked to leave the Event immediately and will not be eligible for any refunds.
- 5.8 No illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the Event or used by Event attendees/participants either before or during participation in the Event. Alexander Devine reserves the right to refuse attendance at, or participation in, the Event by anyone found to have

consumed or to have in their possession any illegal substances, performance enhancing substances or intoxicants of any kind.

## **6 HEALTH AND SAFETY AND MEDICAL**

- 6.1 If you are unable to participate in the Event due to ill health, please notify us as soon as possible. It will be at the charity's discretion if any entry fees and applicable transfer costs such as travel costs are refunded to you. For a refund to be issued, proof of sickness will need to be provided. Please see section 8 for sponsorship refunds.
- 6.2 You must be confident that you are physically and mentally capable of participating in the Event. If you are at all unsure about this, you should seek medical advice from your GP before the Event.
- 6.3 Certain Events may not be suitable if you have restricted mobility, for example, due to the nature of the terrain. Alexander Devine will provide you with a description of the Event that you have registered for and it is your responsibility to determine whether you have sufficient mobility. Alexander Devine are happy to provide more detailed information about any Event upon request.
- 6.4 Attendance of service dogs/guide dogs at an Event will be determined by the venue or location and risk assessment of each Event. Alexander Devine will provide you with a description of the Event that you have registered for and it is your responsibility to determine whether you will can participate safely in accordance with health and safety regulations for the venue/location/risk assessment. Alexander Devine are happy to provide more detailed information about any Event upon request.
- 6.5 Alexander Devine reserve the right to refuse entry to an Event in its absolute discretion, with no refund provided, if for whatever reason Alexander Devine consider a person unfit to take part. Alexander Devine may also ask you to withdraw during an Event if it has concerns about your ability to complete it due to fitness, injury or otherwise. If you choose to continue/stay you do so with the understanding that you are no longer considered a participant/attendee of the Event and that you absolve Alexander Devine of all and any responsibility and you continue entirely at your own risk.
- 6.6 You are responsible for ensuring that you are wearing appropriate attire (including, but not limited to, footwear) when taking part in an Event, taking into account the nature of the Event and the weather forecast.
- 6.7 All guests must familiarise themselves with the details of the fire action notices displayed around the venue (where applicable) and note the location of the nearest

exit. In the event of alarms sounding, guests must proceed to the designated assembly point.

- 6.8 Alexander Devine will complete, in conjunction with the relevant venue(s), full risk assessments for each event. This excludes third party events or virtual events for which Alexander Devine is not in control nor liable.

## 7 **FILMING AND PHOTOGRAPHS AT EVENTS**

- 7.1 Alexander Devine will be photographing and filming throughout the Event, which may include group footage or photographs of you, your guests or your team. By participating in the event, you agree that any photography or film footage of you or your guests/team taken as part of your participation in the event can be used by Alexander Devine to promote the event and for future ADCHS fundraising and awareness marketing activity online and in print.
- 7.2 Alexander Devine may use photography or video that you share on your social media channels where you tag Alexander Devine. Photos and video may be used in Alexander Devine publications, promotion, advertising and social media channels. By tagging Alexander Devine via social media channels you are consenting to your photography and film being used by Alexander Devine.

## 8 **SPONSORSHIP MONEY AND DONATIONS**

- 8.1 You have a legal responsibility to ensure that all sponsorship monies/donations received in connection with an Event are paid to Alexander Devine, and that you do this as soon as possible after the Event. Money donated via online fundraising pages is collected automatically.
- 8.2 Other ways to pay in sponsorship monies/donations are as follows:
- Transfer online to Alexander Devine (preferred):  
  
Handelsbanken Reading  
  
Sort Code: 40-51-62  
  
Account Number: 85387882
  - Go to [www.alexanderdevine.org](http://www.alexanderdevine.org) and make an online payment with a credit or debit card.
  - Call 01628 822777 and provide credit or debit card details to make a payment over the phone.
  - Send cheques made payable to “**Alexander Devine Children’s Cancer Trust**” to:

Alexander Devine  
Snowball Hill,  
Woodlands Park Avenue,  
Maidenhead,  
SL6 3LU

- 8.3 Please ensure that all sponsorship forms are filled out in full and are returned to Alexander Devine to enable Gift Aid to be claimed where possible.
- 8.4 If you are unable to attend the Event it is your responsibility to ensure your sponsors are made aware of this. Alexander Devine takes no responsibility for notifying your sponsors and unless Alexander Devine hears to the contrary will presume these funds are a donation.
- 8.5 If a refund of sponsor money is required monies will be refunded directly to the sponsor via the original payment method.

## 9 **MINIMUM SPONSORSHIP EVENTS**

- 9.1 Where you have registered for an Event to which a minimum sponsorship amount must be attained as a condition of entry, by paying your registration fee and where applicable any deposit, you are committing to raising the minimum sponsorship amount specified in the registration form (**Minimum Sponsorship Amount**).
- 9.2 The registration form will also set out the percentage of the Minimum Sponsorship Amount that must be paid to Alexander Devine and the date by which it must be paid. Whilst Alexander Devine will provide fundraising advice and support in this respect, if you fail to pay the relevant sponsorship amounts when due, Alexander Devine reserves the right to cancel your registration for the Event without any obligation to return any funds already received from you.
- 9.3 You agree that you will use your best endeavours to raise money for Alexander Devine in connection with your participation in any Event that you register for. Any fundraising you undertake in connection with any Event that you register for will be for Alexander Devine.
- 9.4 If as an event participant/fundraiser/donor you receive a significant benefit as a result of registering/fundraising (ie a ticket or place in an event), HMRC no longer see this gift as a voluntary donation, so it would not be eligible for Gift Aid. A benefit is any item or service provided by the charity or a third party to the donor or a person connected with the donor and which is associated with a donation. A right to receive a benefit, is also a benefit, whether or not the right is exercised.

A person is connected with the donor if that person is:

- The wife, husband or civil partner
- A relative (for example brother, sister), ancestor (for example mother) or lineal Descendant (for example grandson)
- The wife, husband or civil partner of a relative
- A company under the control of the donor, or under control of connected persons

If you are unsure whether the Gift Aid rules apply to you, it may be better to ask these groups not to add Gift Aid to their donations/sponsorship to ensure Alexander Devine is HMRC compliant. But do get in touch with us if you would like to make sure.

## **10 AUCTIONS, RAFFLES AND PRIZES**

- 10.1 In order to bid in an Alexander Devine live auction or silent auction participants must be aged 18 or over.
- 10.2 Each item in a live and silent auction is defined as a “Lot”. Bidders may bid for more than one Lot and may make multiple bids for each individual Lot.
- 10.3 By placing a bid you are entering into an agreement to purchase the Lot at the offered price.
- 10.4 The successful bid for any one Lot, will be the highest bid received by the scheduled end of the live or silent auction. In the event that two or more bids equal the highest bid, the Lot shall be awarded to the bid received first.
- 10.5 Alexander Devine reserves the right to refuse or remove any bid or prize at its absolute discretion.
- 10.6 Late, incomplete, defaced or corrupt bids, and bids below the reserve price will not be accepted.
- 10.7 The Event Representative will notify the winning bidder. The decision of the Event Representative as to the winning bid is final and cannot be challenged, nor will any explanation or reason be given.
- 10.8 Bids must be above the reserve listed for the Lot being bid for; be in pounds sterling; and be received by the Event Representative before the scheduled end of the live or silent auction.



- 10.9 In order for a live or silent auction bid to stand the bidder must provide their contact details at the time of the bid, including full name, contact telephone number and email address.
- 10.10 Alexander Devine may use third party auctioneer websites. Please refer to their terms and conditions before taking part in the auction.
- 10.11 All live and silent auctions will close and all raffles will be drawn on the day of the specified event.
- 10.12 Each item in a raffle is defined as a “prize”. Event attendees may purchase multiple raffle tickets.
- 10.13 No raffle tickets can be sold to, on behalf of, or for a person under the age of 16 years. Alexander Devine reserves the right to carry out age verification checks. If a ticket is sold unknowingly to, on behalf of, or for a person under the age of 16 he/she will be exempt from the raffle and will forfeit his/her prize and the stake will be returned.
- 10.14 Raffle tickets will be entered into the draw only when the whole payment is received in advance of the draw.
- 10.15 Alexander Devine accepts no responsibility for raffle tickets which are lost, damaged, illegible or from which the prize winner cannot be identified, or for any technical failure or event which may cause the competition to be disrupted or corrupted.
- 10.16 The result of the raffle draw is final. No correspondence will be entered into.
- 10.17 Please keep the raffle ticket or allocated number as proof of purchase.
- 10.18 Certain prizes have been kindly donated by third parties and as such any respective terms and conditions are applicable. By bidding on a Lot or purchasing a raffle ticket you are agreeing to comply with the applicable terms and conditions.
- 10.19 All Lots and prizes are “as is.” Alexander Devine has attempted to describe the items correctly but is in no event responsible for the correctness of descriptions, genuineness, or condition of the items.
- 10.20 In the event of a supplier not being able to provide the original Lot or prize, Alexander Devine will endeavour to source an alternative of similar cash value to the original prize or Lot. If no alternative is found the winner will be offered a refund or asked if they would like to donate part or all of their bid amount or raffle ticket cost to Alexander Devine.

- 10.21 There will be no exchanging of Lots or prizes nor refunds permitted. No cash alternative will be offered.
- 10.22 Unless otherwise agreed by Alexander Devine, prizes or Lots will not be released to the winner until payment has been received and cleared funds have been received.
- 10.23 In the event of Alexander Devine being unable to contact a winning bidder or winning raffle ticket holder within seven days of the closing of the auction or draw, or of the payment not being received within 21 days of a winner being notified, Alexander Devine reserves the right to award the Lot or prize to the next highest bidder or apply the Lot or prize as it sees fit, including for use in future auctions or raffles.
- 10.24 In the event that a prize is not won at the original event or donated back to Alexander Devine, Alexander Devine will make its best efforts to contact the prize donor in order to request and obtain consent that the prize be entered into another raffle or auction deemed appropriate by Alexander Devine.
- 10.25 Alexander Devine reserves the right to add or withdraw items, without notice, to or from the auction or raffle at any time.
- 10.26 Unless otherwise stated in the lot description, the winner is responsible for making all arrangements and meeting all costs out of their own pocket that may be necessary to take up and enjoy their lot including, but not limited to, costs of travel, accommodation, food and other incidentals, travel insurance, medical checks and/or vaccinations and obtaining any other necessary documentation including passports and visas.
- 10.27 To the extent permitted by law, Alexander Devine does not accept any responsibility or liability for any loss, damage, claim or costs arising from or incurred by participation in the auction or raffle or the fulfilment of any Lot or prize.

## **11 USE OF PERSONAL DATA**

- 11.1 By providing personal data when you register for an Event, you confirm that you consent to such data being used by Alexander Devine for the purposes of organising, staging and administering the Event. If you provide personal data on behalf of additional entrants, you also confirm that you have obtained their consent for such data to be used for the same purposes. In the case of an emergency Alexander Devine may also pass personal details provided to the emergency services or health care professionals, and also use them for the purposes of contacting your emergency contact.

- 11.2 If the Event involves a partner organisation, your data may be shared with them before and/or during the Event. As data processors the Event organisers are obliged to delete your data immediately after the Event or after a set period where legality requires.
- 11.3 If First aid facilities are provided at the Event you consent to your details (which will be obtained by medical providers if you are treated by them at an Event) being passed to Alexander Devine, but Alexander Devine shall only use these details for administration and health and safety purposes and to fulfil its legal obligations.
- 11.4 All medical details or other data deemed sensitive which are gathered by Alexander Devine will be stored securely by Alexander Devine for a period of one month after the Event after which time they will be permanently deleted.
- 11.5 Alexander Devine will retain your address details and transaction history for administrative purposes and may be used for the purposes of sending communications to you where there is a legitimate interest or you have confirmed that you would like to receive further information about the charity's work. You have a right to change your communication permissions at any time. To do so contact the Fundraising team at [fundraising@alexanderdevine.org](mailto:fundraising@alexanderdevine.org).
- 11.6 All personal data held by Alexander Devine will be handled in accordance with the Data Protection Act 2018 and Alexander Devine's privacy statement which can be found at [www.alexanderdevine.org/privacy-statement](http://www.alexanderdevine.org/privacy-statement).

## **12 LIABILITY**

- 12.1 If you are hosting an event on behalf of Alexander Devine it is your responsibility to do a thorough risk assessment prior to the Event and Alexander Devine takes no responsibility for any injury, illness, damage or loss as a result of participation or attendance at the Event.
- 12.2 You enter and participate in an Event entirely at your own risk. Alexander Devine shall not be liable for any injury, damage or loss to you in connection with these Terms or as a result of your participation or attendance at an Event, other than death or injury caused by the negligence of Alexander Devine. For the avoidance of doubt, nothing in this paragraph shall exclude or limit liability for any liability that cannot be excluded or limited by law.
- 12.3 Alexander Devine will not be liable to you or any third party for any loss suffered due to a Force Majeure event.

## **13 JURISDICTION AND LAW**

- 13.1 These Terms shall be governed by the law of England and any dispute arising out of these Terms or your participation or attendance at an Event shall be subject to the exclusive jurisdiction of the courts of England.

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