

BATH HALF MARATHON 2020 CHARITY TERMS & CONDITIONS **("Terms")**

Parties :

Running High Events Limited, a company incorporated in England with company number 5531099 and whose registered office is at 14 Queen Square, Bath BA1 2HN ("**Running High**"); and

The **Official Race Charity** named in the Agreement Form ("**Race Charity**")

1. Introduction

- i. These terms and conditions (the "**Terms**") shall apply to the 2020 Bath Half Marathon (the "**Half Marathon**") and the Family Fun Run (the "**Fun Run**") organised by the Race Organiser (together, the "**Race**").
- ii. The Race is organised and administered by Running High Events Limited ("**Running High**" which expression includes our employees, event officials, authorised agents, sub-contractors or volunteers).
- iii. This Agreement regulates the relationship between Running High and the selected Official Race Charity Partner ("**Race Charity**") and the allocation of reserved Official Charity Race entries ("**Charity Places**") and the purchase of Top Tier Charity Packages ("**Top Tier Charity Packages**"), reserved charity marquees and/or parking at the Bath Half Marathon and/or Family Fun Run.

2. Application Process

- i. Charities and voluntary groups interested in becoming an Official Race Charity are invited to apply to Running High using the application form and before the closing date published by Running High (the "**Application**")
- ii. Running High will email each applicant charity informing them of the outcome of their Application.
- iii. Each successful Race Charity applicant shall receive an acceptance form from Running High which shall constitute an offer by ("**Offer**") confirming the details as set out in the Application together with any additional purchased items such as advertising package, reserved marquee or parking ("**Acceptance Form**").
- iv. The Acceptance Form must be signed by the Race Charity and returned to, and received by, Running High within 14 days of the date of the Offer.
- v. Race Charities who are appointed by Running High as a Featured Race Charities ("**Featured Charity**") may be granted additional rights under a supplementary agreement with Running High ("**Featured Charity Agreement**").

3. Basis of Contract

- i. The Offer shall only be deemed to be accepted upon receipt by Running High of the signed Acceptance Form, at which point and on which date the contract between the parties ("**Contract**") shall come into existence.
- ii. These Terms together with the Acceptance Form (and the supplementary Featured Charity Agreement if applicable) shall form the Contract.

4. Payment Process

- i. Running High shall invoice the Race Charity in respect of the allocated charity places (plus any additional requirements such as reserved marquees or parking) upon receipt of each application.
- ii. The Race Charity shall pay each invoice submitted by Running High:
 - a) Within **30 days** of the date of invoice; and
 - b) in full and cleared funds to a bank account nominated in writing by Running High;

and time for payment shall be of the essence of the Contract.

- iii. If the Race Charity fails to make any payment due to Running High by the due date, then, the charity shall pay interest on the overdue amount at the rate of **4%** a year above Lloyds Bank PLC base rate from time to time. This interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment
- iv. A failure by a Race Charity to comply with its obligations under clause 4.ii above may result in Running High's refusal to register and/or withholding of race packs from the charity applicants, and late settlement of invoice will be taken into account by Running High in determining allocation of places at future Races.
- v. No refunds will be given in respect of Charity Places for which the Race Charity is unsuccessful in recruiting runners, or where registered runners subsequently cancel due to injury or ill health.

5. 'Own Place' Runners Drop Down List

The drop down 'own place' runners list on the general public entry form on the Website will be allocated to the 'Lead and Diamond Partner' Charities.

6. Sponsorship Pledge & Initial Donation

- i. The Race Charity shall procure that each runner undertakes to raise a specified minimum amount in sponsorship (the '**Sponsorship Pledge**') for the relevant Charity and to pay the sponsorship monies to the Charity no later than 2 months after the Race. The Sponsorship Pledge for the 2020 Bath Half Marathon must be a sum equal to or greater than **£175** (inclusive of any initial donation).
- ii. The Race Charity shall be entitled to set a higher limit for its own Sponsorship Pledge, and require earlier payment of sponsorship monies at its own discretion (for instance by requiring an 'initial donation' and/or stage payments, to secure funds prior to race day and as a gesture of goodwill towards the charity's costs in reserving their place).

7. Marketing of Charity Places

- i. All Race Charity marketing and publicity material must include the full name of the event including any title sponsor's name – 'Bath Half Marathon', 'BATHALF' or 'Bath Half Family Fun Run'. Wherever possible the official event logo should be used and the provisions set out in clause 19 shall apply.
- ii. The 'Lead Charity Partner's' will be given prominence in all Race publicity material, Website, newsletters, race programme advertising and media activities. The Lead

Charity Partner's will also be given preference in nomination of unattached runners for the half marathon, and the Family Fun Run Charity in preference for unattached runners for the fun run.

8. Registration

- i. All Race Charity runners must be registered through the Race's designated on-line registration system – currently Primo Solutions Ltd. Charities can choose whether to register their own entrants, or allow their runners to register their own entries directly. Running High reserve the right to change their registration provider.
- ii. Running High shall provide unique 'team' web links to each Race Charity, allowing runners to register for each Race Charity team, and allow the Race Charity to view and download details of registered entrants on their team. Running High shall provide and reasonable instructions and technical support to the Race Charity.
- iii. Running High shall also provide web links for Lead Charity and Diamond Charity Partners to view and download details of 'own place' runner entrants on the drop down general public entry form on the Website
- iv. The Race Charity will be allocated a fixed number of Charity Places. It is up to each charity to ensure that they do not register, or allow to register, more entrants than the Charity has been allocated places. In the event that the number of valid (ie un-cancelled) entrants registered for a Charity exceeds the total number of places allocated at the date of closure of charity entries – then the surplus entries will be cancelled by Running High, on a last-in-first-out basis, with no liability to Running High.
- v. After being registered through Running High's registration system charity runners will be treated in the same way as general public entrants, receiving confirmation of their place after processing, receiving regular email newsletters, being eligible for club team events, prize money, and their race packs being posted direct to them by Running High before the race.

9. Website Listing

Running High will create a personalised listing for each Race Charity on the charities page on the Bath Half website at www.bathhalf.co.uk ("**Website**")

- (a) Prominence on the Website and other publicity material will be given to the 'Lead Charity Partner's'
- (b) Content (logo, text and images) for Website listings must be provided to Running High by the Race Charity within reasonable notice on request.

10. Substitution of Injured Runners

- i. Race Charities may make substitutions for runners dropping out due to injury and illness free of charge up to the Charity Entries Closure Date. After this date no further substitutions or entries will be permitted.
- ii. Cancelled runners may still receive their race packs if notification of cancellation is received after a runner's details have been sent to Running High's mailing house for processing. Cancelled runners will be asked to return their race number to Running High, and their race number will be voided.

11. Transfer of Charity Places

- i. Registered race entries are personal to the entrant and cannot be transferred between runners, except for the substitution of injured or ill charity entrants as referred to in section 10.i.
- ii. Race Charities with surplus reserved Charity Places may arrange to sell surplus entries to other Race Charities wishing to purchase additional Charity Places up to the Charity Entries Closure Date. This is a private matter between the respective Race Charities, and not something facilitated by Running High. Such sale or transfer can only be undertaken for 'Gold Bond' or 'Silver Bond' entries (not 'Bronze Bond') and only between Race Charities registered with Running High for the current year's Race. Furthermore the cost of re-sale or transfer shall not exceed the respective published entry price. Any entrant registered in this way will continue to be treated by Running High as though he/she is one of the original Race Charity's registered entrants. Any advertising of surplus places must be done discretely and not through public media. Breach of this Condition will be taken into account by the Charity Director in determining allocation of Charity Places at future Races.

12. Notification of Cancelled Runners

- i. Race Charities will be required to notify Running High of any cancellations as soon as practicable via the on-line cancellation form on the Website.
- ii. Substitutions may be made for cancelled runners up to the Charity Entries Closure Date. After this date no further substitutions or applications will be permitted.

13. Closing Date for Registration of Charity Places

The final date for registration of entrants for Charity Places (whether by the Charity, or the entrant) ("**Charity Entries Closure Date**") will be **Thursday 6th February** to give Running High sufficient time to process the entries and issue race packs and race numbers to the respective entrants. **This deadline must be adhered to, and no entries or substitutions will be permitted after this date.**

14. Carry Forward Places

- i. Race Charities purchasing 50 or more Charity Places in one year may opt to carry forward unsold places to the following year's race on payment of the Carry Forward Administration Charge ("**Carry Forward Charge**"). The Carry Forward Charge for the 2021 Race will be **£20.00** per place plus VAT. Payment shall be made in accordance with these Terms.
- ii. Running High reserve the right to review the Carry Forward Charge after each year's Race.
- iii. An 'unsold place' is defined as a place for which no eligible runner is registered at the Charity Entries Closure Date, including places previously registered to runners who subsequently cancelled before this date.
- iv. Places left unfilled due to cancellation after the Charity Entries Closure Date will still be treated as 'sold' with no carry forward rights applying.
- v. In the subsequent year (i.e. 2021), after payment of the Carry Forward Charge, a carry forward place (from 2020) will be treated in exactly the same way as a new charity place (in 2021), and a charity taking 50 places or more in the subsequent

year can also opt to carry forward any further unsold places (irrespective of whether they are carry forward places or new places) into the following year, subject to payment of the relevant administration charge. Running High shall be entitled to increase such administration charge annually without notice.

- vi. For example, a Race Charity purchasing 50 Charity Places in 2020, of which 40 were sold prior to the Charity Entries Closure Date would be able to carry forward up to 10 places into 2021 after paying the Carry Forward Charge. If that Charity, opting to carry forward these unsold 10 Places, decided to purchase a further 40 new Charity Places (i.e. a total of 50 places in 2021) but were only able to sell 45 Places in 2021, they would again be entitled to carry forward the balance of 5 unsold Places into 2022, subject to payment of the Carry Forward Charge then prevailing.
- vii. Carry forward places shall not apply to any 'client' runners, where specific and separate agreement has been made for places to be reserved separately for clients of the Charity.

15. Facilities on Race Day

- i. 'Gold Bond' and 'Silver Bond' Race Charities can apply to book a free exhibition space within the official charity hall (or marquee), roughly equating to a standard 6ft trestle table. This must be booked at the time of submitting your Application. There will be no opportunity to book exhibition space at a later date. Space at the venue is limited and requests will be dealt with on a case by case basis, at the discretion of the Charity Director.
- ii. Alternatively Gold Bond' and 'Silver Bond' Race Charities can apply to purchase their own reserved private space within a separate marquee if desired. This must be booked at the time of submitting your Application. There will be no opportunity to book marquee space at a later date. Space at the venue is limited and requests will be dealt with on a case by case basis, at the discretion of the Charity Director.
- iii. Gold Bond' and 'Silver Bond' Race Charities can also apply to purchase one race day reserved parking space within walking distance of the venue. This must be booked at the time of submitting your Application. There will be no opportunity to book parking at a later date. Space at the venue is limited and requests will be dealt with on a case by case basis, at the discretion of the Charity Director.
- iv. Final details of arrangements and facilities on race day will be circulated by Running High prior to the Bath Half but Race Charities should provisionally note that :

All rights to branding and bannerimg at the venue and on the course route are reserved to Running High. Race Charities will not be permitted to erect their own marquees, banners, branding, other displays or vehicles, or to carry out any other activities outside their designated exhibition space, either at the venue or on the course route, unless otherwise agreed by Running High prior to the event. Prominence in branding and positioning will be given to the 'Lead Charity Partner's'

The 'Lead Charity Partner's' will be offered Official Cheering Buses Points at designated locations on the course route – subject to availability.

Race Charities, their agents and contractors will be required to provide evidence of public liability insurance in advance of the Bath Half, and to follow the instructions of event staff at all times whilst at the venue.

Race Charities shall comply with the instructions in the Event Weekend Charity Briefing ("**Charity Weekend Briefing**") issued by Running High in respect of activities on site during Race weekend

All Race Charity property stored on site shall be at the Charity's risk and Running High accepts no responsibility for any loss.

Race Charities are responsible for collecting, removing and disposing of their own rubbish off-site, and for closing their marquees before departure. A Charity will be liable to reimburse any costs incurred by Running High in collecting and disposing of any remaining rubbish, for any damage caused to the playing pitches, venue structures, event equipment, marquees etc.

Race Charities may choose to have collection boxes on their stands in the charity marquee/s and at cheering points around the course route and individual runners may choose to carry collection boxes as they run the route, subject to licencing restrictions.

16. Fundraising Feedback Reports

After the Race, Charities are required to submit regular on-line fundraising feedback reports to Running High in the specific format requested, with the final report to be returned in June 2020. All funds quoted must be inclusive of gift aid, initial donations, marquee costs, marketing, administration costs etc.

17. Charity Agents

Race Charities may act in their own name or through authorised agents. Groups of smaller Charities can benefit from operating collectively through a sponsorship agent if their own marketing and administration resources are limited.

18. Data Protection & Sharing

The following terms shall apply for the purposes of this Data Protection & Sharing clause:

"Applicable Laws" means all laws, statutes, regulations, orders, rules, codes, industry or self-regulatory standards, guidance, directions and principles that apply to the operation of this Agreement, which are determined or enacted, as amended and updated from time to time under English or Welsh law; or by the European Union; or by Regulators;

"Controller" has the meaning set out in the GDPR;

"Data subject" has the meaning set out in the GDPR;

"Data Protection Legislation" means all Applicable Laws and regulations relating to processing of personal data and privacy, including without limitation the Data Protection Act 2018 and GDPR (as applicable) and including where applicable the guidance and codes of practice issued by the Information Commissioner or any other relevant Regulator;

"GDPR" means the General Data Protection Regulation as may be amended from time to time or replaced as a result of the UK ceasing to be a member state of the European Union;

"Parties" means Running High and the relevant Race Charity, with each being a **"Party"**;

"Personal Data" has the meaning set out in the GDPR and relates only to Personal Data, or any part of such Personal Data, of which the Parties are the joint Controller under this Agreement.

"processing, process and processed" have the meaning set out in the GDPR;

"Regulator" means any supervisory authority for the purposes of Data Protection Legislation (including, but not limited to the ICO) to which Running High or the relevant Charity is subject from time to time or whose consent, approval or authority is required so that Running High and/or the relevant Charity can lawfully process Personal Data.

- i. Running High and the Race Charity acknowledge that for the purposes of any relevant Data Protection Legislation, Running High and the Race Charity are controllers in common of any Personal Data that is processed under or in accordance with the Agreement
- ii. Each Party shall comply with its respective obligations under any relevant Data Protection Legislation in relation to all Personal Data that have been collected, processed and transferred in the performance and operation of this Agreement and shall only process customer Personal Data for the Purposes and of the Type and Category as set out in Part 4 of the Schedule
- iii. The Parties have agreed a clear allocation of their processing responsibilities under this Agreement and applicable Data Protection Legislation and these responsibilities are set out in the Schedule ("**Allocated Responsibilities**"). The Parties shall perform their Allocated Responsibilities in accordance with this Agreement and applicable Data Protection Legislation and shall implement and maintain appropriate arrangements to ensure the security of such personal data, and procure the destruction of the personal data after use and in accordance with the Data Protection Legislation
- iv. The Parties shall designate a contact point for data subjects who is authorised to respond to enquiries concerning the collection and/or processing of the Personal Data ("**Contact Point**"), and such Contact Point will be as set out in Part 3 of the Schedule or as otherwise notified to the other Party in writing from time to time. The Parties shall take such steps as are reasonably necessary to ensure that their respective Contact Point is notified to data subjects. The Contact Point will cooperate in good faith with the other Party, the data subject and any relevant Regulator
- v. Each Party shall notify the other Party as soon as reasonably practicable and in any event within 5 calendar days (or 24 hours in the event of a data breach), if it receives a request (including any request exercising any rights of the data subject under the GDPR) or complaint from a data subject or any Regulator that relates to the Allocated Responsibilities of the other Party, and shall provide the other Party with such co-operation and assistance as may be reasonably required by it in relation to such complaint or request, including: full details of the complaint or request; and providing any personal data or other information it may hold in relation to the relevant data subject that makes the complaint or request
- vi. Upon reasonable request, each Party agrees to permit the other Party to audit its procedures, materials and documentation from or on which Personal Data has been collected, processed or is processed or is to be processed pursuant to this Agreement, so as to enable the other Party to assess and monitor the other Party's compliance with its obligations under clauses 61-69, in particular its Allocated Responsibilities
- vii. In the event of a dispute or claim brought by a data subject or any Regulator concerning the processing of the Personal Data against either or both of the Parties, the Parties will inform each other about any such disputes or claims promptly, and will cooperate with a view to settling them amicably in a timely fashion

- viii. Unless expressly provided otherwise in this Agreement, the liability of Running High and the Race Charity for their obligations under clauses 61-69 shall be several and extend only to any loss or damage arising out of their own breaches
- ix. Where a Party is in breach of its obligations under clauses 60-67 or any applicable Data Protection Legislation ("**Defaulting Party**"), the Defaulting Party shall indemnify and hold the other Party ("**Non-Defaulting Party**") harmless from all claims and all direct losses and liabilities (but excluding indirect or consequential losses such as loss of profits, loss of business, depletion of goodwill and similar losses) awarded against, or incurred or paid by, the Non-Defaulting Party as a result of or in connection with such breach by the Defaulting Party of its obligations under clauses 60-67 or any applicable Data Protection Legislation, providing that the Defaulting Party's total aggregate liability under this sub-clause shall be limited to the civil monetary penalties or fines levied on the Non-Defaulting Party by the Regulator in relation to such misuse
- x. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other party if the other Party is in breach of its obligations under clauses 60-67 or any applicable Data Protection Legislation
- xi. The Race Charity agrees :
 - (a) To process or use entrants' personal data provided by Running High only in accordance with these Terms and for no other purpose.
 - (b) Not to merge any such personal data with any other general mailing list and not to pass on such data to any third party.
 - (c) Not to transfer any Personal Data outside of the European Economic Area unless the prior written consent of Running High has been obtained and the following conditions are fulfilled:
 - i.the Race Charity or Running High has provided appropriate safeguards in relation to the transfer;
 - ii.the Data Subject has enforceable rights and effective legal remedies;
 - iii.the Race Charity complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv.the Race Charity complies with reasonable instructions notified to it in advance by Running High with respect to the processing of the Personal Data;
- xii. Nothing in these Terms will prevent the Race Charity from entering into separate agreements with individual race entrants to enable a wider use of personal data, beyond the purposes outlined in clause 4.21.4 above, either before passing potential entrants to the Bath Half Marathon entries registration portal, or by obtaining subsequent separate agreement or opt in to wider marketing for the charity's other events, fundraising activities, newsletters etc

19. Property and Image Rights

- i. All ownership and intellectual property rights in or arising out of or in connection with the 'BATHALF' and 'Bath Half' trademarks, images and official race logos for the Race ("**BATHALF IPR**") shall be owned by Running High.

- ii. Running High grants to the Race Charities a fully paid-up, worldwide, non exclusive, royalty-free licence during the term of the Contract to copy and use the BATHALF IPR, restricted to the purpose of promoting the charities' fundraising and participation in the event, subject to adherence to the brand guidelines and provided that use of the BATHALF IPR beyond the Contract term or for other uses will not be permitted without consent from Running High.
- iii. The Race Charity shall not:
 - (a) sub-license, assign or otherwise transfer the rights granted in clause 19.ii; or
 - (b) modify the BATHALF IPRwithout the prior written consent of Running High.
- iv. The Race Charity is required to incorporate the official BATHALF logo within its promotional and fundraising material, to reinforce its association with this popular community event
- v. The Race Charity grants to Running High or shall procure the direct grant to Running High use of the charity's intellectual property rights, restricted to the purpose of promoting the charities' fundraising and participation in the event.

20. Non-Competing Brands

- i. Race Charities are required to ensure that contracts with their own sponsors and suppliers do not detract from exclusive branding rights granted by Running High to event sponsors and suppliers details of which can be found on the Website or by enquiry to Running High.
- ii. The use by Race Charities of commercial endorsements, logos or branding on any marketing material used on race day (e.g. runner's vest, T-shirt, banners, or such other item) is strictly prohibited without the prior written consent of Running High. Application for use of commercial endorsements must be made in writing to Running High's Charity Director no later than 1st February 2020.
- iii. Branding inside the charity hall and marquees, and on runner's T-shirts etc may carry logos, advertising or endorsements from 'competing brands' (defined as a brand competing with the event sponsors or partners), but branding outside marquees may not.

21. Event Management

- i. Running High shall :
 - (a) organise and stage the Race at their sole cost and expense in accordance with the terms of the Contract;
 - (b) arrange the attendance and payment of sufficient stewards, staff and personnel necessary to safely manage the event;
 - (c) take out and maintain a comprehensive insurance policy for the Race, including adequate public liability insurance for injury or death of any participants, or spectators due to the actions of Running High's staff and personnel;
 - (d) use reasonable endeavours to procure that contractors, suppliers, sponsors, Race Charities and/or their agents engaged by Running High also take out adequate public liability insurance in respect of their actions; and
 - (e) comply with all applicable laws (including the Modern Slavery Act 2015 and the Bribery Act 2010) and comply with any conditions attached to any

licences or consents issued in connection with the event, including regarding health and safety and crowd safety.

- ii. Where applicable, in respect of charity activities at the Race including charity stalls, marquees, cheering points, Race Charities shall :
 - (a) take out a comprehensive insurance policy for their activities including adequate public liability insurance for injury or death of any participants, volunteers or spectators; and
 - (b) Comply with any organisers' instructions issued in connection with the event including but not limited to health and safety, crowd safety or damage to property.
 - (c) The Race Charity's total liability to Running High, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £5 million pounds

22. Race Rules

- i. Each Race entrant (including charity entrants) is required to complete the standard declaration at point of entry and to comply with the requirements of the Race Terms and Conditions of Entry.
- ii. Running High reserves its right to refuse to accept applications from Race entrants, to cancel applications and to disqualify individual runners breaching the Race Rules, or upon advice from the medical team without liability to the Race Charity.

23. Termination of Agreement

- i. Unless otherwise agreed in writing between the parties, the Contract will commence on the date Running High receives the signed Acceptance Form and shall terminate the day after the relevant Race, subject to payment of any outstanding fees and the option for the Race Charity to carry forward any unused reserved Charity Places.
- ii. Unless otherwise agreed these Terms shall form the basis of the Contract between Running High and the Race Charity. Either party may terminate the Contract, in writing, if:
 - (a) the other party has acted so as to cause a party to be brought into disrepute; or
 - (b) the other party has committed a material breach of any term or Condition of the Contract; and where the material breach is capable of remedy, it has not been remedied by the other party within 28 days of the terminating party posting to it a full written notice of the breach requiring its remedy; or
 - (c) the other party enters into insolvency which for the purposes of the Contract means: a meeting of its creditors is convened, a petition presented, an order made or a resolution passed for the winding up of it, or a meeting convened or other action to be taken with a view to its liquidation (save for the purpose of reconstitution or amalgamation); or a receiver or administrative receiver is appointed in respect of the whole or any part of its assets; or it threatens to do any of these things.
- iii. On termination or expiry of the Contract, the Race Charity shall immediately pay to Running High all of Running High's outstanding unpaid invoices and interest
- iv. **Force Majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such

delay or failure results from events, circumstances or causes beyond its reasonable control. For the avoidance of doubt, a Force Majeure event shall include but shall not be limited to:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
 - (b) exceptionally adverse weather conditions;
 - (c) epidemic or pandemic;
 - (d) terrorist attack, civil war, civil commotion, or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (e) nuclear, chemical or biological contamination or sonic boom;
 - (f) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent or refusal by the local council to grant road closures, or by the Bath Recreation Ground Trust to grant a licence in respect of the hire of the venue for the event.
- v. In such circumstances, Running High reserves its right to take any such action as it sees fit, including but not limited to, changing the date of an event or changing the course route or distance (provided that it does not substantially change the event and provided that the event still takes place in 2020).
- vi. If the period of delay or non-performance continues for **4 weeks**, the party not affected may terminate the Contract, giving **7 days** written notice to the other party

24. Limitation of Liability

- i. Nothing in the Contract shall limit or exclude Running High's liability for:
- (a) death or personal injury caused by its negligence; or
 - (b) fraud or fraudulent misrepresentation.
- ii. Running High shall not be liable to the Race Charity, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of or damage to goodwill;
 - (f) loss of use or corruption of software, data or information; or
 - (g) any indirect or consequential loss.
- iii. Running High shall not be liable for any loss or injury arising from a Race Charity runner's participation in the Bath Half
- iv. In the event that a Force Majeure Event occurs, Running High's liability to the Race Charity shall be limited to a refund of entry fees paid by the charity in respect of Charity Places for which the charity has registered entrants at the Charity Entries Closure Date, plus any additional fees paid in respect of advertising, marquees, parking or other fees (if any). Running High will not be liable for refund of entry fees paid by the charity in respect of Charity Places for which the charity does not have registered entrants at the Charity Entries Closure Date.

- v. Running High's total liability to the Race Charity, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to **£5 million pounds**

25. Assignment and other dealings

- i. Running High may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- ii. The Race Charity shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Running High.
- iii. Each Party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- iv. **Variation.** Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- v. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- vi. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- vii. **Notices**
 - (a) Any notice or other communication given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified.
 - (b) Any notice or communication shall be deemed to have been received:
 - i.if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - ii.if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

iii. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution

viii. **No Partnership**

Nothing in these Terms, or in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

ix. **Third party rights**

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the Parties to rescind or vary the Contract are not subject to the consent of any other person.

x. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales

xi. **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation

DATA PROTECTION & SHARING SCHEDULE

ALLOCATED RESPONSIBILITIES

Running High and the Race Charity's Allocated Responsibilities under this Agreement are as set out below:

1. Information and Access to Personal Data

- Information to be supplied where Personal Data obtained directly from data subjects:

Information to be provided	Party responsible for compliance and providing information
Identity and contact details of the controller and where applicable, the controller's representative) and the data protection officer	Both Parties
Purpose of the processing and the lawful basis for the processing	Both Parties
The legitimate interests of the controller or third party, where applicable	Both Parties
Any recipient or categories of recipients of the Personal Data	Both Parties
Details of transfers to third country and safeguards	Both Parties
Retention period or criteria used to determine the retention period	Both Parties
The existence of each of data subject's rights	Both Parties
The right to withdraw consent at any time, where relevant	Both Parties
The right to lodge a complaint with a Regulator	Both Parties
Whether the provision of personal data part of a statutory or contractual requirement or obligation and possible consequences of failing to provide the Personal Data	Both Parties
The existence of automated decision making, including profiling and information about how decisions are made, the significance and the consequences	Both Parties

2. Data Subject Rights

Data subject right	Party responsible for compliance where data subject exercises right
Right of access (of an individual's personal data held by a data controller)*	Both Parties
Right to rectification (of inaccurate personal data)*	Both Parties
Right to erasure (or right to be forgotten)*	Both Parties
Right to restrict processing	Both Parties
Right to data portability	Both Parties
Right to object	Both Parties
Rights related to automated decision making (including profiling)	Both Parties

* If a Party have disclosed the personal data in question to third parties, that Party must inform them about the erasure of the personal data, unless it is impossible or involves disproportionate effort to do so.

3. Designated point of contact for data subjects

- i. **Running High** : Andrew Taylor - Race Director
- ii. **Race Charity** : To be confirmed

4. Personal Data

4.1: Purposes

Running High will provide the Race Charity with access to the personal data provided by entrants registered for the Charity Places reserved for the respective Charity under the Official Race Charity Scheme. Access will be via the Bath Half Marathon entries registration portal (currently Primo Solutions Ltd) where the Race Charity will be able to view and download their respective entrants' details. Each Race Charity's data will be held separately and access will be protected by links provided by Running High.

'Own Place' entrants (ie entrants registering independently for a 'general public' place) will be invited to fundraise for Race Charities, either by selecting from a pre-populated 'drop down' list or by contacting their preferred Race Charity direct using the contact details published through the charity listings on the Website. The 'drop down' list will be restricted to Top Tier Charities only.

Top Tier Charities will be able to download data provided by registered 'own place' entrants who have selected their charity from the 'drop down' list, through their designated charity team portal.

At point of registration, entrants to the half marathon (and Family Fun Run) will be invited to agree to receive emails, SMS text messages, postal mailings and/or phone calls from the race organisers in connection with their entry and participation in the 2019 Bath Half Marathon, including related offers from the organisers and charity partners, whilst retaining the option to opt out of any such communications.

In addition, by selecting one of the Top Tier Charities, 'own place' entrants will also be invited to agree to receive emails, SMS text messages, postal mailings and/or phone calls from their selected charity in connection with their training and fundraising support for the Race, and the Race Charity shall always provide the option to opt out of any such communications.

The Race Charity shall use personal data supplied by Running High solely in order to contact runners to assist with fundraising for the Charity linked to their participation in the Race.

Any failure by the Race Charity to comply with the data protection provisions of these Terms (including this Schedule) shall be a material breach incapable of remedy and, without prejudice to any other right or remedy it may have, Running High shall be entitled to terminate the Contract immediately without notice.

4.2: Type

- Full name
- Email
- Phone Number
- Date of Birth
- Postal Address
- Why the participant wants to take part in this event
- If the participant has a particular reason for taking part, whether they would be willing to share their story
- Fundraising pledge

- Running top type and size (where applicable)

4. 3: Categories

Personal Data