

BATHHALF²⁰²⁰

BATH HALF MARATHON & FAMILY FUN RUN
*** 13th March 2020**

OFFICIAL RACE CHARITY SCHEME INFORMATION PACK

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* Provisional date to be confirmed

Please retain for future reference

Revised 11th January 2019

Official Race Charity Information Pack 2020 V2 revised

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running high
Event Management

SECTION 1 - INTRODUCTION & GUIDELINES

Introduction

The Bath Half Marathon is one of the most popular and longest established mass-participation running events in the UK, and one of the leading warm up races for the London Marathon.

Just over £25 million pounds has been raised by the Bath Half Marathon for the official race charities in the 19 years since the introduction of our Official Race Charity Scheme in 2000. £1.6 million pounds was raised by charities through the 2018 Bath Half, despite the cancellation of the event due to winter storms. A record sum of £2.25 million pounds was raised at the 2017 Bath Half, and indications are that this figure will be surpassed again at the 2019 event.

As the largest single day fundraising event in the South West, the Bath Half Marathon represents a valuable revenue stream for a number of charities and voluntary groups. Participation in the event also serves to raise the public profile of charities, particularly for local smaller charities and voluntary groups supporting less popular causes.

As a race where general public entries have sold out well before race day each year since 2000, the Bath Half Marathon is a highly successful fundraising platform with over 130 charities represented.

At the 2018 BATHALF, 92% of reserved places allocated to our official race charities were successfully 'sold-on' by the respective charities (89% in 2017). Charities at the 2017 BATH HALF achieved an average JustGiving page value of £519.

Entries to the Bath Half Marathon have been heavily oversubscribed for each of the last 18 years. One of our priorities is to ensure maximum benefit from the places reserved for the Official Race Charities, with preference being given to charities and voluntary groups which meet the Charity Selection Criteria set out in Section 2 with an emphasis on charitable monies raised being reinvested within the Bath & North East Somerset Council ('BANES') area.

There is also an opportunity for Official Race Charities to raise additional funds by supplying volunteers to assist with post-finish and marshalling at the event, in return for a donation from the event organisers for each volunteer supplied.

In a refreshingly different approach - Higher race entry costs for national and international charities and Top Tier charity advertising packages are used to subsidise substantially discounted entries for local charities (25% below retail price) plus the operating costs of providing dedicated in-house staff to manage the charity scheme.

Official Race Charity Scheme Summary

30% of the 15,000 places at the 2020 Bath Half Marathon will be reserved in agreed allocations for around 140 Official Race Charities by the event organisers, Running High Events Ltd. Race charities then offer their allocated places to individual runners in return for a fundraising pledge (in excess of the minimum £175) in sponsorship for the charity.

Charities can select from one of the following race entry packages – see Section 2:

Top Tier Charities

• Lead Partner (4 charities + 1 Local Partner *)	The highest of the top tier packages including reserved race entries and website advertising and other promotional benefits (plus the option to purchase additional entries if required).
* Reserved for local charity within Bath & North East Somerset	
• Diamond Partner (6 charities)	Home page website advertising and reserved race entries and other promotional benefits (plus the option to purchase additional entries if required) suitable for larger charities.
• Ruby Partner (10 charities)	Secondary website advertising and reserved race entries and other promotional benefits (plus the option to purchase additional entries if required).
• Ruby Bond (6 charities)	Tertiary website advertising and reserved race entries (plus the option to purchase additional entries if required)

Top Tier charities may purchase additional Gold Bond or Silver Bond reserved general charity places – see below

General Charity Entries

• Gold Bond	Reserved race entries suitable for regional, national & international charities
• Silver Bond	Discounted race entries for local charities within Bath & North East Somerset
• Bronze Bond	Reserved race entries with entry fees paid by the runner at point of entry

Allocation of Places. Gold and Silver Bond charities can apply for any number of places above the minimum requirement of 10 places. Bronze Bond charities can apply for between 5 and 10 places. Charities vary in their approach to the race, a larger charity with more developed marketing and administrative resources may apply for several hundred places, whereas smaller charities marketing to a smaller supporter base often apply for the minimum of 10 places.

Sponsorship Pledge. All charities must set a minimum ‘Sponsorship Pledge’ for each of their reserved charity entrants of at least £175.

Many charities set their ‘Sponsorship Pledge’ at the minimum level of £175, whilst others will elect to set a higher amount, and/or to require earlier payment of sponsorship monies (for instance requiring an ‘initial donation’ at time of registration, or stage payments in advance of the race). Note : VAT may apply to mandatory registration fees.

Application Closing Dates. Charities (and voluntary groups) interested in becoming an Official Race Charity need to apply for an allocation of reserved places (plus advertising packages and reserved marquees) to Running High Events on or before the following closing dates :

Top Tier package applications – 31st January 2019
Gold, Silver & Bronze packages (Existing race charities*) – 17th May 2019
Gold, Silver & Bronze packages (New race charities) – 27th September 2019

* Note – Existing race charities are defined as charities previously registered at the 2019 Bath Half Marathon

Applications for 'Gold Bond', 'Silver Bond' and 'Bronze Bond' charities must be made via the on-line application form – see the 'Information for Charities' webpage for further details www.bathhalf.co.uk/charities/information-for-charities

Applications for 'Featured' and 'Top Tier' charities must be made directly to Running High's Charity Director charity@runninghigh.co.uk

An invitation to apply will be sent by email to the nominated representative for all existing Race Charities, registered for the previous year's Race

Selection of official race charities will be decided by the Charity Director, Kayley Waller, according to the Charity Selection Criteria set out in Section 2.

Top Tier package applicants may be invited to interview between 24th and 28th February 2019.

Running High will email each charity informing them of the result of their application, and confirming a fixed allocation of places (plus confirmation of featured status where applicable) to each successful official race charity. Charities will then get given a deadline to provide the necessary information and artwork for their website listings.

Applications for Charity Places and charity packages are generally oversubscribed, and a number of charities each year will not meet the selection criteria given. Running High reserves the right to decline to accept Applications from charities it determines do not meet the selection criteria, and/or to offer a reduced allocation of Charity Places, and/or to offer a lower level of charity package.

Payment for Places. Charities will be invoiced for their reserved entries on agreement, for payment within 30 days. Please note that refunds cannot be given where charities are unsuccessful in recruiting runners to fill places, or where registered runners subsequently cancel due to injury or ill health. However substitutions can be made for injured runners up to the point when charity entries are closed (5 weeks before race day), and charities taking more than 50 places can opt to carry forward unsold places into the 2021 half marathon for an additional fee per place.

Charities need to allow for approximately 20-25% of registered runners who fail to attend on the day, many without giving prior notice of cancellation or providing any fundraising.

Charity Website Listings & charity Entries Registration. Running High will create (or update) each charity's listing on the race website using text, images and logos provided by the charity.

Running High will also create a separate team registration for each charity, including live URL links for each charity's runners to register for their charity, and for charities to download details of registered runners on their team. Running High will provide instructions to charities on how to register and check their runners.

Marketing of Places. General public entries for the 2020 Bath Half Marathon will go on sale on Monday after the 2019 race, with an initial 'Early Bird' discount offer for 2-4 weeks. However successful charities are free to market their places the moment they have confirmed their order to Running High. Charities entitled to carry forward unsold places from 2019 can already be marketing their places for 2020.

Step 1 Official Race Charities start marketing & advertising their places. Many charities will decide to design & circulate their own forms to register runners & receive payment of initial donations – official race logos will be provided for use on charities' own literature & websites

Step 2 Official Race Charities can choose whether to register their own entrants through the race website themselves or to provide access codes to allow their runners to register themselves. Each charity entrant will each receive automated email confirmation of their entry.

Step 3 Charities will be able to download an entries list for their own team runners' at any time direct from the entries database to ensure that only valid runners known to the charity are entered in the charity 'team' – full instructions & technical support will be provided.

Charities should encourage entrants to register their details as soon as possible (rather than waiting until the last minute to submit all their entries en bloc). Runners registered before the end of December will be included in the first race pack mail out at the same time as general public entrants, runners registered after this date will be included in later mail outs. Early registration ensures runners to receive confirmation of acceptance of their places, training & support information, newsletters etc about the event from Running High Events at the same time as general public entrants.

All Official Race Charities will be offered a free logo placement on the list of race charities on the race website, plus a personalised webpage to promote the work and to provide contact details for each charity. Charities wanting additional website advertising need to purchase one of our Top Tier entry packages, or featured charity status.

Payment of Sponsorship Monies.

Charities can chose to require their runners to make an early payment of sponsorship monies by way of a 'registration fee' (eg £30 or some other sum) to their charity at the time of application, and/or prior to the race as a gesture of goodwill towards the charity's costs in reserving their place. Note : VAT may apply to mandatory registration fees. The Scheme simply requires the balance of sponsorship monies to be paid to the charity no later than 2 months of the race, but charities may elect to specify a shorter period, or stage payments in advance of the race at their discretion.

Charities are encouraged to offer inducements to their runners (eg free running vests/shirts, fundraising packs, training & injury advice, massage on the day) and to explore innovative ways to market their places.

Charity Forum Event

All charity partners will be invited to attend our annual workshop event in Bath, normally at the beginning of September. This is a free workshop and networking event exploring best practice and designed to assist charity partners to maximise their fundraising through the BATHALF. It is also an opportunity to meet the charity team and organisers behind the Bath Half Marathon

Charity Partner Drop in Sessions

We also organise a series of informal drop-in coffee mornings sessions in Bath during the year as a further opportunity for charity partners to meet and discuss issues directly with our team face to face

Registration of Charity Entrants. After their entries are registered with Running High charity runners will be treated in exactly the same way as general public entrants. Each entrant will receive an automated email from Running High confirming their entry after they register through the race website. They will also receive regular email newsletters from Running High in preparation for other race, they will be eligible to compete for their club team and qualify for prize money (if applicable), and their race packs will be posted direct to them by Running High around four weeks before the race.

Closing Date for Registration of Charity Entries. The final date for submission of entries by race charities will be 5 weeks before race day to give us sufficient time to process the entries and issue race packs and race numbers to respective entrants. **This deadline will be strictly enforced, and no entries or substitutions will be possible after this date.**

Race Pack Mailout. Runners' race packs will be prepared in batches as they are registered. It is not possible for Running High to withhold race packs from mailings once a runner's details have been provided to our mailing house for processing. Runners who subsequently cancel their place after their respective registration date will be asked to return their race number to Running High, following which their race number will be voided.

Entrants included in Running High's first mail out after 10th December 2019 may also receive personalised (i.e. named) race numbers. This will not be possible for subsequent mail outs

The Lead Partner Charities may be offered the opportunity of including an insert in the Half Marathon race pack mail out. The Family Fun Run Charity may be offered the opportunity of providing its own branded T-shirts for Family Fun Run entrants and including an insert in the fun run race pack mail out

Race Day Hospitality. All 'Gold' and 'Silver' bond charities will be offered a free exhibition space in the main charity hall or marquee on race day. Alternatively charities can opt to purchase a private marquee space. Both options are subject to availability of space.

Reserved charity marquees are included in the cost of Top Tier charity packages.

We regret, due to limitations of space at the venue, that we cannot offer race day hospitality for Bronze Bond charities.

The 'Lead Partner Charities' will be offered designated cheering buses on the course route, subject to availability. Designated cheering points on the guest terracing areas in the start/finish area will be offered to the Top Tier and 'Featured' race charities on a first-come-first-served basis, subject to availability.

Charities must comply with the instructions in the 'Event Weekend Charity Briefing' issued by Running High in respect of activities on site during Race weekend. In particular charities should note that :

- Race Charities can either set up their stand in their marquee on the Saturday afternoon preceding race day or between 7-8am on race day.
- Race Charities are strongly recommended to deliver branding etc for their stands in their marquee on the Saturday afternoon, being the day before the race, when free temporary parking can be provided for offloading. Overnight security will be provided but all property is stored at the charities' risk and Running High accepts no responsibility for any loss.
- On race day no vehicle offloading or parking will be available either on Bath Recreation Ground or in the rear Sports Centre car park. Race Charities are advised to arrive early and use the Bath Cricket Club car park on North Parade Road.
- No vehicles will be permitted to drive onto the grass or the playing pitches. We regret that following theft of a number of event wheeled 'dilly' trolleys in previous years we are no longer able to provide these to Race Charities.

Race Results. Provisional race results will be posted on the race website on the evening of the race. They will also be published in a special edition of the Bath Chronicle on the Thursday after the race (subject to confirmation).

Post-Race Feedback. After the event each charity can check runners' details through the results page on the website, allowing them to identify 'no shows'. Charities will also be asked to submit regular fundraising feedback reports.

Event Team Volunteer RACEMAKER Scheme

There is also an opportunity for Official Race Charities to raise additional funds by supplying volunteer RACEMAKERS to assist at the event, in return for a donation from the event organisers.

Running High will pay £30 a head for adult volunteers (16yrs & over), and £20 a head for youths (12-15yrs) (increased from £25 and £15 in 2017) to assist with post-finish (drinks station, de-chipping, goody bags etc) and marshalling at the event. Payment will be made direct to the charity, with the option of further corporate gift aid recovery by the charity.

Volunteer groups will be briefed before the event and supervised on race day. Volunteers will receive event branded clothing, lunch and refreshments on race day, within a separate welfare area at the venue.

Charities will be asked to indicate their interest at time of application for entries, and to confirm anticipated volunteer numbers in December 2019, before confirmation of final details at the end of January 2020.

Bath Half Marathon Fund Grants

£437,000 raised from runners' donations for smaller local charities and voluntary groups since 2003

Since 2003 general public 'own place' entrants have been invited to make an optional donation to the 'Bath Half Marathon Fund' at point of entry, distributed via Quartet Community Foundation in grants of up to £5,000 to smaller charities and voluntary groups for sport, play and active lifestyle projects targeting areas of deprivation within Bath & North East Somerset. Over the last 15 years over £197,000 in cash grants has been distributed to 174 community projects organised by 110 different local charities and voluntary groups. In addition using match-funding from central government, an endowment fund of over £240,000 has also been established at Quartet to provide a permanent legacy for community funding. Many of Running High's local race charities have received grants for qualifying projects from the **'Bath Half Marathon Fund - Community Projects Funded by Runners' Donations'** <http://bathhalf.co.uk/charities/donations-to-the-marathon-fund/>

Smaller local charities are invited to apply for grants from the 'Bath Half Marathon Fund' via Quartet Community Foundation for sport, play and active lifestyle projects targeting areas of deprivation within Bath & North East Somerset.

Changes to the Official Race Charity Scheme

- We have expanded the opportunities at the top level of our charity scheme
 - Increasing from one to four 'Lead Charity Partners', plus 'Local Charity Partner'. Our Lead Charity Partners typically enjoy a significant increase in reserved place sales and own place sign ups, and we believe we can replicate this success for 4 charities in a current year.
 - Our Lead Partner Charities and our Local Charity Partner will sell their reserved entries direct through the entries page on the race website.
 - Platinum status has been removed however Diamond and Ruby Partner status have been enhanced with additional benefits.
- Silver Bond entries (discounted race entries for local charities) have increased in price from £33.50 to £35.00 plus VAT. The price of Gold Bond entries remains unchanged.

Details of the Official Race Charity Scheme remaining unchanged:

- JustGiving will continue to be our Official On-Line Donation Partner for the 2020 Bath Half Marathon, integrated with our registration platform to enable entrants to set up their JustGiving fundraising page at point of entry. Charity partners remain free to choose another on-line donation provider
- The choice of nomination of 'own place' runners will be limited to the 'Top Tier' charities, to simplify our administrative process
- We anticipate closure of general public entries in October/November 2019
- 'Series Charity' - will be nominated by a Title Sponsor of a race series – **if appointed**
- The closing date for registration of charities reserved race entries will be 5 weeks before race day
- Overall race entry numbers in the half marathon will be maintained at 16,000 entries (unchanged since 2015)
- There will be no ballot for general public entries. All general public places will be on a first-come-first-served basis only
- Each Official Race Charity runner is required to undertake to raise a 'minimum sponsorship pledge' of £175 for their charity, in return for their place. Charities can opt to set a higher pledge limit at their discretion. Charities can decide whether or not to require a 'registration fee' from Official Race Charity runners at the time of registration, and the amount to be set. Note : VAT may apply to mandatory registration fees
- Charities can market their places as soon as their allocation is confirmed
- There will be no charge for the exhibition space offered to Gold and Silver Bond charities in the general charity hall (or marquee). Charities remain free to purchase additional marquee space at their own discretion
- Runners will be required to pay their sponsorship monies at least 2 months after race day, although charities remain free to decide to set an earlier time limit at their discretion
- Prominence in event publicity material, mailouts and in positioning at the venue (including on-course cheering points) will be given to the Lead Charity Partners. The Lead Charity Partners will be given prominence in nomination of unattached runners, and will be granted exclusive rights for the street collection in the Runners Village and on the course route
- The criteria for Bronze bond entries will be strictly applied this year. These are intended as a 'seed bed' to allow new charities to 'test the water' and try out the fundraising potential of the event on a 'no sale no fee' basis for a maximum of 2 years.

Advice to Applicant Charities

Our experience of administering the Official Race Charity scheme over the last 18 years is that the most successful charities are those who:

1. Start actively marketing their places early (in June or before) both to their existing supporters and to potential new supporters
2. Offer innovative incentives and detailed fundraising advice to would-be applicants, maintaining regular contact (by phone, email and/or newsletter) ideally during both working

- hours and evenings/weekends with their runners from first contact right up to payment of final sponsorship monies,
3. Offer advice on training and injury prevention/treatment, plus hospitality for runners and their families on race day.

Registration for the Bath Half Marathon is exclusively on-line through the event website. We believe that a good quality charity website, with **a separate webpage dedicated to the BATHALF**, ideally incorporating an on-line (or downloadable) registration form, sponsorship pack and training/injury advice will significantly improve a charity's chances of attracting runners, particularly new supporters.

Charities need to carefully consider the number of places required, balancing your experience at previous Bath Half Marathons or similar running events, and both your administrative capacity to market these places and to look after your runners. Success in filling places will be taken into account in determining the number of places allocated the following year, so it is usually better to apply for fewer places than for too many, particularly in the early years.

There is no maximum limit to the number of places charities can apply for above the minimum number of 10 places (except for the 'Bronze Bond' charities where a maximum of 10 places applies). The average number of places reserved by the featured and top tier charities at this year's race was 144, and 25-30 for Gold and Silver Bond charities. The last 4 years have seen a significant increase in demand for charity places, with many charities selling out their allocated places, and a number requesting additional places - which we were unable to provide.

Charities need to budget for a proportion of registered charity runners who will subsequently drop out before race day having achieved minimal if any fundraising. Experience will vary between charities and from one year to the next, but on average 20-25% of registered charity runners will subsequently drop out before race day, many without giving prior notice of cancellation.

Charities also need to budget for a small proportion of runners who sign up for a charity place, in full knowledge of the fundraising requirement, who take part in the event but subsequently fail to raise any sponsorship monies or who fall well short of the fundraising target, sometimes without explanation or response to requests for information. Again experience will vary, but on average 2-4% of charity runners fall significantly short of their fundraising target.

Race Charities are encouraged to market their charity places beyond their existing supporter base. They are also required to provide copies of all marketing material to Running High, as evidence of successful marketing and innovative promotional activity will be taken into account by Running High in determining allocation of places at future Bath Half Marathons.

Race charities are also requested to Running High to its newsletters, to keep it informed about the activities of each race charity.

Race charities are required to liaise with Running High's PR consultants prior to undertaking any media activities, to ensure maximum media exposure for all charities and to try and minimise clashes or merges in local media.

Race charities are encouraged to offer inducements to their runners (eg free running vests/shirts, training and fundraising packs, massage on the day) and to explore innovative ways to market their places.

Charities are also encouraged to register their entrants' details as soon as possible (rather than waiting until the last minute to submit all their entries en bloc). This allows charity runners to receive early confirmation of acceptance of their places from Running High, event information and to be included in the main race pack mailout, reducing the risk of mislaid post etc. Runners registered before 10th December will be included in the first race pack mail out at the same time as general public entrants, runners registered after this date will be included in subsequent mail

outs. Early registration ensures runners shall receive confirmation of acceptance of their places, training and support information, newsletters etc about the event from Running High at the same time as general public entrants.

Entries to the Bath Half Marathon are personal to the registrant and cannot be transferred between individual entrants. However places allocated by race charities to individual entrants can be transferred by the respective charity to another entrant, up until the closing date for charity entries, in the event of injury or illness.

We suggest that charities who have filled their places should consider maintaining a shortlist of reserve runners who are prepared to continue their training, to replace runners who drop out due to injury or illness before the closing date for charity entries.

The closing date for charity entries will be approximately 5 weeks before race day. The specific date will be confirmed in Section 4 Terms & Conditions. Please note that this will be the final date for submission of charity entries, and replacements can only be made up to this date. After this date no new entries, substitutions or replacements can be made under any circumstances.

Some charities encourage runners to secure their own general public entries, in order to free up Official Race Charity places to be marketed to new runners.

As the event has continued to grow in popularity, the number of places filled by the official race charities has increased whilst the turn out rate of runners on race day and the average sponsorship amount raised by each Official Race Charity runner has remained stable.

Our preferred means of communication with event charities is by email through a single nominated representative per charity. A series of emails will be sent to the nominated representative during the run up to the event guiding them through the application process, giving warning of impending deadlines and notice of any changes to arrangements for the race

It is essential that the email account for the nominated charity representative is checked on a regular basis & that we are notified of new contact details in the event of change of staff. We cannot be responsible for problems that may arise should a charity fail to receive email notifications or to notify us of change of contact details

Whilst our charity administration team are available and happy to respond to charity enquiries, past experience has shown that the answers to most of the enquiries we receive from charities each year are contained in this Official Race Charity Scheme Information Pack

SECTION 2 – CHARITY ENTRY PACKAGES

For details of our Featured Charity status and Top Tier charity packages, please contact our Charity Director, Kayley Waller, charity@runninghigh.co.uk

'Gold Bond' Standard Race Entries

Reserved standard 'Gold Bond' entries at a cost of **£70.00 plus VAT per race entry**, including a secondary listing on the Charities page.

Charities taking 50 or more places may carry forward any unsold places to the 2021 BATHALF subject to an administration charge of **£20.00** plus VAT per place. Minimum of 10 places

'Silver Bond' Discounted Race Entries – Local Charities Scheme

A fixed number of discounted entries have been reserved for local charities either delivering services to the Bath & North East Somerset area, for charities ring-fencing funds raised from the race for services to the B&NES area or for charities based within B&NES – see Section 3

Discounted 'Silver Bond' entries at a cost of **£35.00 plus VAT per race entry**, including a secondary listing on the Charities page.

Charities taking 50 or more places may carry forward any unsold places to the 2020 BATHALF subject to an administration charge of **£20.00** plus VAT per place. Minimum of 10 places.

'Bronze Bond' Entries – Private Charities Scheme

A limited number of entries have been reserved for smaller local charities and voluntary groups delivering services to the Bath & North East Somerset area, taking between 5 and 10 places, with the **entry fee paid direct by the applicant** at the published retail price. These charities will not be listed on the race website or on other event publicity material, and will not be offered exhibition space at the event.

Charity Marquees

All Gold' and 'Silver' Bond charities will be offered a free exhibition stand in the main charity hall or marquee on race day. This space comprises a 1.8m approx wide space with trestle table – to be branded by each charity as they see fit.

Alternatively charities can purchase their own private marquee space in the Runners Village, subject to availability:

- 6 x 6m marquee space at a cost of **£500** plus VAT
- 6 x 12m marquee space at a cost of **£900** plus VAT

Charity marquees are subject to availability, depending on progress of the Bath Rugby Stadium development, to be confirmed

Charity Parking

Race charities can also apply for one race day reserved parking space per charity at the Bath Cricket Club on North Parade Road at **£25** plus VAT. This must be booked at date of application, as unwanted spaces will be offered to other parties. There will be no opportunity to purchase parking spaces at a later date.

SECTION 3 - CHARITY SELECTION CRITERIA

The Bath Half Marathon has been heavily oversubscribed for each of the last 20 years, with general public entries regularly selling out within weeks of release. One of our priorities has been to ensure maximum benefit from the places reserved each year for the official race charities

Official Race Charities

Preference will be given to charities which meet the following criteria:

- Success in fundraising and marketing of places at previous Bath Half Marathons. Experience at other running or similar participation sporting events.
- Any 'added value' charities can bring to the promotion and/or organisation of the event through their own activities (press & media coverage, celebrity endorsement, marketing, volunteer recruitment).
- Local charities and voluntary groups delivering benefits to the City of Bath and the local area - which suffers the inconvenience of the event.
- Charities which we know (from feedback) are popular amongst our race entrants.
- Benefits and inducements offered to client runners (eg fundraising packs, T-shirts/vests, massage, reception) and general participants (eg cheering stations, entertainment).
- Available resources to promote these reserved places, process the applications, look after and motivate runners (eg, advertising, dedicated webpage, press/media campaign, level of administrative support, newsletters, training programmes, injury advice etc) within timescales detailed above.
- Charities nominated by our race sponsors and partners.

'Silver Bond' Race Charities

Discounted 'Silver Bond' entries are specifically reserved for local charities and local voluntary groups delivering benefits to the City of Bath and the Local Area * - which suffers the inconvenience of the event. Eligible charities will need to provide either :

- a) evidence of delivery of services, and/or a branch network and/or links within the Local Area, or
- b) a commitment to ring-fence all funds raised from the current year's event for the delivery of services within the Local Area

* The Local Area being defined as lying within a half marathon (13.2 mile) radius of the race start line in Great Pulteney Street

RUNNING HIGH EVENTS CONTACT DETAILS

The Running High office is available for enquiries Monday to Thursday 9.00am - 5.30pm and Friday 9.00am - 5.00pm. We aim to respond to all enquires promptly, but please be patient at busy times.

During race weekend, the office will also be staffed from 10.00am – 4.00pm on Saturday, and from 8.00am – 4.30pm on race day.

Please note that email enquiries will receive a priority response in preference to telephone or postal enquiries. We do not use fax.

Charity Enquiries

For administrative enquiries please contact:

Email :charity@runninghigh.co.uk

Public enquiry line Tel: 01225 422255

More complex queries will be referred to our Charity Director, Kayley Waller

Running High reserve the right to amend their contact details

SECTION 4 - 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”**)

4.1 Introduction

- 4.1.1 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”**).
- 4.1.2 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).
- 4.1.3 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.

4.2 Application Process

- 4.2.1 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”**)
- 4.2.2 Running High will email each applicant charity informing them of the outcome of their Application.
- 4.2.3 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”**).
- 4.2.4 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.
- 4.2.5 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”**).

4.3 Basis of Contract

- 4.3.1 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.
- 4.3.2 These Terms together with the Acceptance Form (and the supplementary Featured Charity Agreement if applicable) shall form the Contract.

4.4 Payment Process

4.4.1 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.

4.4.2 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.

4.4.3 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

4.4.4 A failure by a Race Charity to comply with its obligations under clause 4.5 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.

4.4.5 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.

4.5 '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.

4.6 Sponsorship Pledge & Initial Donation

4.6.1 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 2019 Bath Half Marathon must be a sum equal to or greater than **£175** (inclusive of any initial donation).

4.6.2 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).

4.7 Marketing of Charity Places

4.7.1 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 4.22 shall apply.

4.7.2 The 'Featured Charities' will be given prominence in all Race publicity material, Website, newsletters, race programme advertising and media activities including

inserts in the race pack mailout and goody bags. The Lead Race Charity 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.

4.8 Registration

- 4.8.1 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.
- 4.8.2 Running High shall provide unique 'team' weblinks 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.
- 4.8.3 Running High shall also provide weblinks for 'Featured' and 'Top Tier' Race Charities view and download details of 'own place' runner entrants on the drop down general public entry form on the Website
- 4.8.4 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.
- 4.8.5 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.

4.9 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 'Featured' and 'Top Tier' Race Charities
- (b) Content (logo, text and images) for Website listings must be provided to Running High by the Race Charity within reasonable notice on request.

4.10 Substitution of Injured Runners

- 4.10.1 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.
- 4.10.2 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.

4.11 Transfer of Charity Places

- 4.11.1 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 4.10.
- 4.11.2 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.

4.12 Notification of Cancelled Runners

- 4.12.1 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.
- 4.12.2 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.

4.13 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.**

4.14 Carry Forward Places

- 4.14.1 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 2020 Race will be **£20.00** per place plus VAT. Payment shall be made in accordance with these Terms.
- 4.14.2 Running High reserve the right to review the Carry Forward Charge after each year's Race.
- 4.14.3 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.
- 4.14.4 Places left unfilled due to cancellation after the Charity Entries Closure Date will still be treated as 'sold' with no carry forward rights applying.
- 4.14.5 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 (2021) 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 (2021), subject to payment of the relevant administration charge. Running High shall be entitled to increase such administration charge annually without notice.

4.14.6 For example, a Race Charity purchasing 50 Charity Places in 2019, of which 40 were sold prior to the Charity Entries Closure Date would be able to carry forward up to 10 places into 2020 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 2020) but were only able to sell 45 Places in 2020, they would again be entitled to carry forward the balance of 5 unsold Places into 2021, subject to payment of the Carry Forward Charge then prevailing.

4.14.7 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.

4.15 Facilities on Race Day

4.15.1 '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.

4.15.2 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.

4.15.3 'Gold Bond' and 'Silver Bond' Race Charities can also apply to purchase one race day reserved parking space at Bath Cricket Club on North Parade Road at a cost of **£25.00** plus VAT. 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.

4.15.4 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 :

- (a) All rights to branding and bannerling 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 'Featured' race charities (i.e. Lead Race Charity, Local Charity, Family Fun Run Charity and Series Charity).
- (b) The 'Lead' and 'Local' charities will be offered Official Cheering Buses Points at designated locations on the course route – subject to availability.
- (c) 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.

- (d) 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
- (e) All Race Charity property stored on site shall be at the Charity's risk and Running High accepts no responsibility for any loss.
- (f) 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.
- (g) Rights to the BANES charity street collection licence in the Runners Village and on the course route on race day will be reserved exclusively for the Lead Race Charity. However other 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.

4.16 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 2019. All funds quoted must be inclusive of gift aid, initial donations, marquee costs, marketing, administration costs etc.

4.17 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.

4.18 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 (as may be amended from time to time) 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.

- 4.18.1 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
- 4.18.2 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
- 4.18.3 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
- 4.18.4 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
- 4.18.5 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
- 4.18.6 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

- 4.18.7 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
- 4.18.8 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
- 4.18.9 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
- 4.18.10 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
- 4.18.11 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;
- 4.18.12 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

4.19 Property and Image Rights

- 4.19.1 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.
- 4.19.2 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.
- 4.19.3 The Race Charity shall not:
- (a) sub-license, assign or otherwise transfer the rights granted in clause 4.22.2;
 - or
 - (b) modify the BATHALF IPR
- without the prior written consent of Running High.
- 4.19.4 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
- 4.19.5 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.

4.20 Non-Competing Brands

- 4.20.1 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.
- 4.20.2 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.
- 4.20.3 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.

4.21 Event Management

- 4.21.1 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.

4.21.2 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

4.22 Race Rules

4.22.1 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.

4.22.2 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.

4.23 Termination of Agreement

4.23.1 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.

4.23.2 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.

4.23.3 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

4.23.4 **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.

4.23.5 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 2019).

4.23.6 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

4.24 Limitation of Liability

4.24.1 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.

4.24.2 Subject to Clause 4.27.1, 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.

4.24.3 Subject to clause 4.27.1, Running High shall not be liable for any loss or injury arising from a Race Charity runner's participation in the Bath Half

4.24.4 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.

- 4.24.5 Subject to Clause **4.27.1**, 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**

4.25 Assignment and other dealings

- 4.25.1 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.

- 4.25.2 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.

- 4.25.3 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.

- 4.25.4 **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).

- 4.25.5 **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.

- 4.25.6 **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.

4.25.7 **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 4.28.7(b)(iii) 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

4.25.8 **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.

4.25.9 **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.

4.25.10 **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

4.25.11 **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

3.1. **Running High** : Andrew Taylor - Race Director

3.2. **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

Bath Half – Official Charity Scheme Information Pack 2020 V2 revised

RUNNING HIGH EVENTS Ltd

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Email : charity@runninghigh.co.uk

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running high
Event Management