

TERMS AND CONDITIONS OF ENTRY

V8

1. ENTRY AND APPLICATIONS

- 1.1 These terms and conditions (the “**Terms**”) shall apply to the Bath Half Marathon (the “**Half Marathon**”) and the Family Fun Run (the “**Family Fun Run**”) and any other running event organised by the Race Organiser (together, the “**Race**”).
- 1.2 The Terms apply to all entrants to the Race (the “**Participants**”), including where you are entering as a parent for a child aged under 18 for whom you are responsible, your child.
- 1.3 For the purpose of these Terms public entrants (“**Public Participants**”) shall include all categories of entrants registered for the Half Marathon (including general public entrants, UKA club entrants, elite and best for age entrants, corporate challenge entrants and VIP entrants) except for reserved charity entrants (“**Charity Participants**”).
- 1.4 The Race is organised and administered by 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 (the “**Race Organiser**” which expression includes our employees, event officials, authorised agents, sub-contractors or volunteers).
- 1.5 A copy of these Terms is available on the Race website <http://bathhalf.co.uk> (the “**Website**”).
- 1.6 Submission of an application to the Race Organiser does not guarantee acceptance or entry to the Race, and the acceptance of applications shall be at the sole discretion of the Race Organiser.
- 1.7 By submitting an application to the Race Organiser for consideration of entry to the Race, you agree to:
 - (a) abide by these Terms and accept their governance of your participation in the Race;
 - (b) abide by the Code of Practice for Participants issued by the Race Organiser (“**Code of Practice for Participants**”) and any instructions given to you by the organisers, marshals and officials of the Race;
 - (c) use your best endeavours to ensure that any accompanying spectators are aware of and abide by the Code of Practice for Spectators issued by the Race Organiser (“**Code of Practice for Spectators**”) and any instructions given to them by the organisers, marshals and officials of the Race;
 - (d) abide by the Rules of Competition published by British Athletics, as well as any other applicable athletics governing bodies, in force and as varied from time to time;
 - (e) the terms of our Cancellations, Transfers, Deferrals and Refunds Policy <https://bathhalf.co.uk/race-info/cancellations-transfers-deferrals-refunds/>
 - (f) the use of your data and images as detailed in our Privacy Policy <https://bathhalf.co.uk/privacy-policy/>
 - (g) and

- (h) enter into the Race.
 - (i) return your reusable timing chip, where one has been issued as part of your race pack, or to pay on demand the sum of £10.00 if you fail to return your reusable timing chip to the Race Organiser either on the date of the Race, or by post within 14 days of the Race date.
- 1.8 Entries for the Race are offered on a first-come-first served basis and applications must be received by the Race Organiser by the date stated on the Website.
- 1.9 The Race Organiser takes no responsibility for applications which are delayed, incomplete, misdirected or lost.
- 1.10 Successful applicants will be notified by email and the decision of the Race Organiser shall be final.
- 1.11 If any of your contact details change, you must inform the Race Organiser as soon as possible using the means provided on the Website. Failure to do so may result in you not receiving relevant information about the Race.
- 1.12 These Terms shall take precedence over any contradictory or inconsistent clauses in the British Athletics rules or other governing body rules.
- 1.13 For more information, contact the Race Organiser at: raceseecretary@runninghigh.co.uk, Running High Events Limited, PO Box 3315, Bath BA1 6WX or call 01225 422255.

2. SAFETY AND WELFARE

- 2.1 The Race Organiser shall use reasonable endeavours to protect the safety and welfare of the Participants through the provision of certain safety and welfare facilities, but such provision by the Race Organiser shall not impose any responsibility or liability on the Race Organiser for the safety and welfare of the Participants or any other person beyond any responsibility or liability imposed by law.
- 2.2 Participating in the Race is potentially hazardous and requires a suitable level of physical fitness, and Participants must not enter unless they are suitably fit, able and properly trained. Participants in the Half Marathon must be able to run a half marathon in 4 hours or less, and Participants in the Family Fun Run must be able to run a 1 mile fun run.
- 2.3 We recommend that you seek medical advice from your GP before starting training if you have any concerns, or if;
- (a) You have an existing medical condition such as heart disease, asthma, diabetes or epilepsy, or have suffered sudden collapse
 - (b) You have a family history of heart disease or sudden collapse
 - (c) You experience chest pain or chest tightness, shortness of breath, or palpitations during training that is out of context of the physical exertion
- 2.4 We recommend that you do not attend the Race if;
- (a) You have been unwell or suffered fever, vomiting, diarrhoea or chest pains within 7 days before the Race
 - (b) You, or anyone in your household, has symptoms of infectious disease, such as Coronavirus

- 2.5 Participants are requested to write details of any pre-existing medical conditions and any current medication on the form on the back of your race number.
- 2.6 The Race Organiser may, in its absolute discretion, stop any Participant from taking part in the Race at any time (including before or during the Race) if the Race Organiser deems that person:
- (a) unfit, unsafe or unsuitable to participate;
 - (b) to behave inappropriately; or
 - (c) to ignore or disobey the Code of Practice for Participants or any instructions given to you by the Race Organiser, marshals and officials of the Race; or
 - (d) may cause offence or injury to himself or herself, any spectators, other Participants or any other person. This includes but is not limited to displaying any clothing or other visual messages that are inappropriate or may cause offence.
- 2.7 Participation in the Race is entirely at the Participants' own risk and by entering the Race, Participants acknowledge that the Race Organiser shall not be liable for death, injury, loss or damage arising from participation in the Race save to the extent that it is caused by the Race Organiser's negligence.

3. PARTICIPANTS

- 3.1 Participants agree to submit themselves to pre-Race scrutiny if required by the Race Organiser or its agents, including measures set out in the Code of Practice for Participants.
- 3.2 Participants in the Half Marathon must be 17 years or older on the date of the Race.
- 3.3 Participants in the Family Fun Run under 11 years of age must be accompanied by a responsible adult Participant.
- 3.4 The use of any of the following is not permitted at the Race for safety reasons:
- (a) wheeled vehicles or devices (other than registered disabled wheelchair entrants);
 - (b) artificial aids;
 - (c) pets and animals; and
 - (d) any other item which could potentially inhibit the flow or safety of other participants or which the Race Organiser reasonably deems may cause danger to you or other Participants.
- 3.5 Children's pushchairs are permitted in the Family Fun Run, but not in the Half Marathon.
- 3.6 If you are entered into the wheelchair section of the Race, you are only permitted to use a self-propelled wheelchair without gears or any mechanical, powered or electronic aid or device. If you are entered into the elite wheelchair section of the Race you will only use a racing wheelchair approved by World Para Athletics or by the Race Organiser
- 3.7 Entries to the Bath Half Marathon and Family Fun Run are personal to the applicant. Except for the Entry Transfer Process described in Condition 10.2, you shall not swap, re-sell or transfer your race pack Entry (or race pack, race number or timing chip) to another person or to offer to pass, swap, re-sell or transfer your Entry to another person or allow another person to wear your race number or timing chip for any

reason, even if you cannot participate due to injury or illness. Any breach of this condition shall render the Entry void, and;

- (a) the Race Organiser reserves the right to cancel your Entry without refund and to exclude you from participation in future Races, and
- (b) you agree to pay to us the full entry price of a replacement race pack and to provide to the Race Organiser the name and contact details of the person to whom you passed, swapped, re-sold or transferred your Entry, on request within 5 days.

3.8 You shall not participate in the Race without wearing your registered race number on the front of your shirt or vest or without first completing the next of kin and medical details form on the back of your race number.

4. RACE EJECTION

4.1 The Race Organiser reserves the right to refuse entry to the Race or to ask you to cease participation if:-

- (a) you fail to follow instructions given by Race officials, including measures included in the Code of Practice for Participants;
- (b) you attempt to participate in the Race in a manner that we, acting reasonably, believe:-
 - i. may cause injury to you or another participant;
 - ii. may damage or harm the environment;
 - iii. in the opinion of the Race Organiser is likely to cause offence; or
 - iv. otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the Race safety rules;
- (c) in the opinion of the Race Organiser you are unfit to participate in the Race due to:-
 - i. the consumption or use of alcohol or drugs;
 - ii. an injury or illness; or
 - iii. you fail to arrive at the start location at the specified time; or
 - iv. you are unable to make sufficient progress in the Race to allow you to complete the event in line with timelines set by Race officials. Competitors will only be eligible to receive an official Race finishing time (and finisher medal or finisher T-shirt, if provided) and to feature in the Race results in they complete the course before the published official cut off time on the day of the Race.

4.2 If, in accordance with Condition 4.1, you are refused entry to the Race or the Race Organiser asks you to cease participation in the Race, you must remove your race number and timing chip and return them to a Race official.

4.3 A Participant will have your result annulled and be banned from all future Races organised by Running High Events Limited for a period of up to five years if:

- (a) except where a transfer of a Race entry has been managed through the Entry Transfer Process described in Condition 10.2;
 - i. You allow your race number or timing chip to be used by someone else in the Race, or if you participate in the Race using a number or timing chip registered to another participant, or
 - ii. You are found to be selling or passing your race number or timing chip to another person, or offering to sell or pass your race number or timing chip to another person, or
 - (b) You use a counterfeit race number, or
 - (c) You gain an Elite or Good for Age place using another person's race result, or
 - (d) You falsify information on the entry form, or
 - (e) You breach any other of the rules.
- 4.4 Participants breaching this rule will also be reported by the Race Organiser to UK Athletics/British Athletics and their registered athletic club, where appropriate, with a request that your result be removed from official rankings, including Power of 10 and for appropriate disciplinary action to be taken under the UKA Rules of Competition.
- 4.5 A second breach of any nature will mean results being annulled and a ban of up to life from all future Running High Events Limited events.
- 4.6 The decision of Running High Events Limited will be final.

5. THE ROUTE

- 5.1 Details of the route which shall form the Race circuit (the "**Route**") are available on the Website here: <https://bathhalf.co.uk/race-info/the-course/>
- 5.2 The Route depicted on the Website, in correspondence or in any publicity material may be changed by the Race Organiser without notice.

6. THE RACE TIMETABLE

- 6.1 The date, start and finish times of the Race (the "**Race Timetable**") indicated on the Website, in correspondence or in any publicity material may be changed by the Race Organiser without notice. Nevertheless the Race Organiser will use reasonable endeavours to notify Participants of any changes to the Race Timetable.
- 6.2 In accordance with undertakings given by the Organisers to Bath & North East Somerset Council and to Avon & Somerset Police (to minimise disruption to local residents, businesses and general public) the following restrictions shall apply;
- (a) The Race start line will close 30 minutes after the published start time. Participants presenting either before the published Race start time or later than 30 minutes after the published start time will be prevented from starting and will be disqualified from the Race and will not receive official Race times.
 - (b) Half Marathon Participants with projected finishing times of over 3½ hours will be instructed by marshals to run on the pavements in the latter stages of the Race as each section of road is

reopened to traffic. Also Participants who fail to make due progress at key points on the Route will be instructed by marshals to return directly to the finish, and not to continue along the Route.

6.3 Participants who successfully finish the Race shall be notified of their finish time. The Race Organiser's decision, in consultation with the Race Referee, shall be final.

7. FEES

7.1 Entrants must pay the relevant entry fee to the Race Organiser in full cleared funds when applying to enter the Race.

7.2 Full details of the relevant entry fees and the Race Organiser's payment details are set out on the Website.

7.3 Discounted entries for UK Athletics/British Athletics affiliated club members are subject to verification by the Race Organiser that home country athletic federation competition licence fees have been paid at time of entry. Participants whose competition licence fees are subsequently found not to have been paid for the current year at time of entry – whether unpaid by the Participant or withheld by your club – and who fail to pay the £2.00 entry fee surcharge within 14 days of request will have your entry cancelled, subject to a maximum refund of £15.00 – if cancelled before 17th December in the calendar year prior to the Race (if cancelled after this date no refund will be payable).

7.4 The closing date for UK Athletics club members to notify the Race Organiser of club affiliation, or change of club, will be 2 weeks before the Race, using the on-line Contact Us Form on the Website.

7.5 Official Race Charity Participants are required to undertake to fundraise an agreed minimum sum for the named charity from whom the place is provided. The minimum fundraising amount, any initial donation and the period for payment will be agreed with the charity providing the place. In the event that you fail to meet the agreed fundraising target agreed with your charity the Race Organiser reserves the right to cancel your entry and exclude you from participation in future Races.

7.6 If two or more members of an Athletics Club are found by the Race Organiser to have breached these Terms (including any unauthorised swapping, transferring or counterfeiting of entries into the Race), and the club fails to cooperate with a complaint by the Organisers or to take appropriate disciplinary action against those club members (in accordance with British Athletics rules) then the Race Organiser reserves the right to exclude such club from participating in future Races, subject to a right of appeal to the Race Organiser.

8. USE OF IMAGE AND INTELLECTUAL PROPERTY RIGHTS

8.1 All intellectual property rights arising from or in relation to the Race are vested in and remain vested in the Race Organiser and shall not pass to or be otherwise licensed or exploited by or on behalf of any Participant or any other person without the prior written approval of the Race Organiser.

8.2 Advance written permission must be sought from the Race Organiser for any commercial filming or photography. Any commercial filming or photography without such a permit is prohibited.

8.3 The Race logo and any reference to or use of the Race or Race Organiser shall not be used, published or circulated (save for reasonable and good faith fundraising purposes) without prior written approval of the Race Organiser.

8.4 The Race may be televised, filmed and/or otherwise recorded and photographs may be taken all of which may capture your participation in the Race. You agree to the publication of such photographs, filming,

recording and broadcasts and their use by the Race Organiser and those authorised by it in any way which we may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications, websites, social media and publicity.

8.5 Any audio, visual, or audio-visual recordings that you make of the Race or any part of it are for personal use only and cannot be used for any commercial purpose.

9. DATA PROTECTION

9.1 Please read our Privacy Policy <https://bathhalf.co.uk/privacy-policy/> to understand how the Race Organiser will use your personal data. By entering the Race you accept and consent to the practices described in our Privacy Policy

9.2 Your personal information, including medical data collected for health and safety purposes, will be stored and used by us and our Race partners for purposes in connection with the organisation, staging and administration of the Race.

9.3 Participants consent to their details being used by the Race Organiser for its own marketing purposes on acceptance of their application for entry to the Race.

9.4 Anyone not wishing to receive any further communications from the Race Organiser must confirm this in writing to the Race Organiser.

9.5 By entering the Race you grant full and irrevocable permission for us to pass any personal or medical details you may have given us to the medical teams operating on the day of the Race to allow medical assistance to be given to you and to inform your next of kin and statutory authorities in the event of a medical emergency.

9.6 Any personal data relating to Participants will be used solely in accordance with current applicable data protection legislation and will not be disclosed to a third party without prior consent.

9.7 You consent to still and motion images of your participation in the Race being used for marketing and publicity purposes.

9.8 You agree that we may publish your personal information, including name, any club affiliation, race times, occupation, nationality, age and gender as part of the results for the Race, and may pass such information to British Athletics or any other affiliated organisation for the purposes of national rankings, insurance or permits.

10. WITHDRAWAL OR CANCELLATION BY YOU (RACE ENTRANT OR PARTICIPANT)

10.1 For further details please see our Cancellations, Transfers, Deferrals and Refunds Policy <https://bathhalf.co.uk/race-info/cancellations-transfers-deferrals-refunds/>

10.2 Withdrawal or Cancellation by Public Entrants (half marathon).

- (a) Registered Public half marathon Participants wishing to withdraw from the Race may either;
 - i. Defer your Entry and return your race pack before the Race and receive a £5.00 discount for the following year's Race, in accordance with the Entry Deferral Process, or

- ii. Transfer your Entry to another nominated Participant before the Transfer Closing Date, subject to the new Participant paying us the Transfer Fee of £10.00, in accordance with the Entry Transfer Process.
 - iii. Transfer your half marathon Entry to a Family Fun Run Entry, without charge, using our Website 'Members Hub' form, and return your half marathon race pack before the Race or
 - iv. Cancel your entry, using our Website form, and return your race pack before the Race
- (b) Half marathon Entry Deferral Process. Registered Public half marathon Participants who notify the Race Organiser of the cancellation of your Entry and return your race pack before the Race will be offered a £5.00 discount for the following year's half marathon. Notification must be made using the Website form and your race pack (race number and timing chip) must be received by us before the date of the Race

Deferred Entries for the following year's Race must be registered on or before 31st August, and cannot be carried forward to a subsequent year, neither can they be exchanged for a refund, or transferred to another entrant.

- (c) Half marathon Entry Transfer Process. Registered Public half marathon Participants may transfer their Entry to another nominated Participant using the Website 'Members Hub' form subject to the new Participant paying us the fee ("**Transfer Fee**") of £10.00.

Note : this process allows for the transfer of an individual Entry. The re-sale of an entry at higher than purchase cost, or the resale of multiple entries ('Ticket Touting') is not permitted and any such action will result in a breach under Conditions 3.7 and 4.3-4.6

The closing date for Entry transfers ("**Transfer Closing Date**") will be 17th December 2021, the date we start processing the mailout of the race packs. No transfers are permitted after this date.

10.3 Withdrawal or Cancellation by Charity Entrants (half marathon).

- (a) Participants registered for a reserved charity entry through one of our Race Charities wishing to withdraw from the Race may cancel your entry, using our Website form, and must return your race pack before the Race.
- (b) Rights to receive refund of any entry fees paid by Participants to their charity, or obligations to pay further sponsorship monies will depend on the terms and conditions agreed with your charity at the date of your registration.

10.4 Cancellation by Family Fun Run Entrants. No deferred entries or refunds can be offered for Family Fun Run Entries

10.5 Return of reusable timing chips. When reusable timing chips are issued to Participants (instead of disposable timing chips), then Participants agree to pay the sum of £10.00 on demand if you fail to return to the Race Organiser the reusable timing chip issued to you, either on the date of the Race, or by post within 14 days of the Race date. When disposable timing chips are issued to Participants (instead of reusable timing chips), then no charge is payable for non-return of disposable timing chips.

11. **POSTPONEMENT OR CANCELLATION BY THE RACE ORGANISER**

- 11.1 The Race Organiser reserves the right, in its absolute discretion, to cancel, delay or postpone the Race due to unforeseen or unavoidable circumstances outside of its reasonable control including, without limitation; adverse weather conditions, war, civil or political unrest, terrorism or as a result of instructions from the local authority or emergency services. In such cases the Race Organiser will endeavour to inform participants as soon as reasonably practicable using suitable means of notice including e-mail, text message, event social media, event Website, television and radio broadcasts.
- 11.2 Should the Race have to be cancelled by the Race Organiser, due to circumstances outside our control, Entrants will be offered either;
- (a) Transfer of your Entry, without charge, to a Virtual Event on the original Event date, via a registration platform to be provided by the Race Organiser, including publication of official finishing time and receipt by post of any finisher medal and T-shirt, where applicable, subject to return of your race pack (race number and timing chip), or
 - (b) Transfer of your Entry, without charge, to a new postponed Event date, or
 - (c) Refund of your Entry fee, subject to;
 - i. Return to us of your race pack (race number and timing chip), and
 - ii. Deduction of the booking fee charged by our registration provider, and
 - iii. In the event of cancellation due to circumstances outside our control for which the Race Organiser is able to obtain insurance, including, without limitation; adverse weather conditions, war, civil or political unrest, terrorism or as a result of instructions from the local authority or emergency services, the balance of your Entry fee will be refunded, or
 - iv. In the event of cancellation due to circumstances outside our control for which the Race Organiser is unable to obtain insurance, such as communicable disease (including Coronavirus), the balance of your Entry fee will be refunded less a deduction to cover the unrecoverable costs already invested in delivering the event as follows;
 - For cancellation on or before 30 weeks before the Event date, a refund of 75% of the Entry fee (less booking fee) will be payable, or
 - For cancellation on or before 20 weeks before the Event date, a refund of 50% of the Entry fee (less booking fee) will be payable, or
 - For cancellation on or before 10 weeks before the Event date, no refund will be payable
 - v. Refunds will be paid by digital transfer to the original payment card used to purchase your Entry.
 - vi. As an alternative you will be given the option to donate any refund due to the Bath Half Marathon Fund managed by Quartet Community Foundation, used to distribute to smaller local charities within Bath & North East Somerset, see <https://bathhalf.co.uk/charity/bath-half-marathon-fund/>
- 11.3 Where the Race has to be cancelled, delayed or postponed in accordance with clause 11.1 the Race Organiser shall not be liable for any inconvenience, expenses, costs, losses or damages suffered by

Participants (including any travel or accommodation costs). Damages in any claim for costs in relation to cancellation will be limited to refund of entry fees.

11.4 The Race Organiser will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by circumstances outside of its reasonable control.

11.5 The Race Organiser reserves the right to refuse or cancel applications, to alter the date of the Race, the Route or Race Timetable, or Race arrangements. No refund can be given if the Race has to be changed due to circumstances outside the Race Organiser's control.

12. **DISCLAIMER**

12.1 The Race Organiser shall be entitled to forbid entry to or participation in the Race if any of these Terms are breached.

12.2 The Race Organiser shall not be obliged to refund any fees paid by Participants or other third parties if any of these Terms are breached.

13. **LIABILITY**

13.1 Subject to clause 2.1 the Race Organiser accepts no liability for:

- (a) the acts or omissions of Participants including in each case their employees, agents, representatives or guests;
- (b) where the Race has to be cancelled, delayed or postponed due to circumstances outside of our reasonable control (including, without limitation; adverse weather conditions, war, civil or political unrest, terrorism or as a result of instructions from the local authority or emergency services);
- (c) loss or damage;
- (d) loss of profit;
- (e) loss of reputation;
- (f) loss of business, revenue or goodwill;
- (g) loss of anticipated savings;
- (h) pledges made on Participants' behalf or by a Participant to charity; or
- (i) consequential or indirect loss.

13.2 The Race Organiser does not exclude or limit in any way its liability for death or personal injury caused by its negligence.

13.3 Each Participant for itself and all those for whom it is directly or indirectly responsible shall indemnify the Race Organiser, its officers, employees, agents, representatives and sub-contractors and shall hold harmless from and against all costs and expenses of whatever nature, actions, proceedings, claims, demands and damage made against or caused against the Race Organiser, its officers, employees, agents, representatives and subcontractors arising from any breach of or from failure to abide by these Terms or from any act or omissions on the part of the Participant or those for whom it is responsible.

13.4 In the event that a baggage facility is provided at the Race for Participants by the Race Organiser, this will be supervised, but all baggage is left at the owners' risk, and the Race Organiser does not accept any liability for loss or damage to goods left at the baggage facility.

14. GENERAL

14.1 If any provision of the Terms is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

14.2 The Terms do not create, confer or purport to confer any benefit or right enforceable by any person not party to them.

14.3 No failure or delay by a party to exercise any right or remedy provided under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.4 These Terms are governed by English law and are subject to the exclusive jurisdiction of the Courts of England and Wales.

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