

Terms and Conditions of Entry

Please read all sections carefully before agreeing to these Conditions of Entry (as defined below).

Please note that if you are signing up on behalf of other participants, you are agreeing to these Conditions of Entry on their behalf and are confirming that you have the authority to do so. In such cases, all references to "you" and "your" etc shall mean the individual on whose behalf you are signing up. If you wish to pass responsibility for the acceptance of the Conditions of Entry on to the individual participant, the individual must enter and agree to these Conditions of Entry themselves on our website.

Medical Notice - IMPORTANT

You do not have to be an athlete to participate in these activities, but you must be reasonably fit. If you are pregnant, have asthma, epilepsy, diabetes, a heart condition or any other medical condition which may restrict or affect your participation in this Event then you should consult your doctor prior to signing up for the challenge.

You acknowledge that participation in an Event may be physically strenuous and/or mentally demanding and confirm that you are both physically and mentally capable of competing in such an Event. Please pay particular attention to clauses 2.2.5-2.2.7 inclusive, in this regard.

DEFINITIONS

"FHFT" means Francis House Family Trust, a Registered Charity (Registered Charity Number 328659) and a Company limited by guarantee and registered in England and Wales with company registration number 02519173.

"Conditions of Entry" means these terms and conditions of entry for the Event together with the applicable FHFT Rules available on the FHFT website www.francishouse.org.uk/splashout.

"Entry Form" means the entry form that appears on the FHFT website at www.francishouse.org.uk.

"Event" means the [Splash Out](#) event staged by FHFT and/or its authorised agents.

"Fees" means the total entry price including any taxes for each Participant as set out in the Entry Form. Reference to an entry fee or entry fees in these Conditions of Entry means the Fees.

"Participant" means an individual who is a competitor in the Event.

“The Waiver’ means the Waiver form that appears on the FHFT website at www.francishouse.org.uk/splashout. The appropriate Waiver will be supplied to all Participants prior to the Event and must be completed and returned before the Event’

1. BOOKINGS AND PAYMENTS

1.1 The Participant can cancel their race entry within 14 days of the date that they make payment of their entry fees (provided the Event has not taken place in that 14-day cancellation period, in which case the Participant does not have the right to cancel or receive a refund) and receive a full refund of those fees from FHFT within a further 14 days.

1.2. All race entries after a period of 14 days has elapsed from the date of payment of the entry fee are non-refundable, including those that have been pre-purchased but not claimed. It is possible to transfer your entry to another person up to one month prior to the Event date subject to a small admin fee, but after this time, no transfers can be made. It is not possible to transfer your entry to another race or event.

2. PARTICIPATION AND PARTICIPANT OBLIGATIONS

2.1 The Participant agrees to abide by the FHFT Rules and hereby confirms that he or she has read and fully understood the same.

2.1.2 The Participant must be aged 5 or over on the day of the Event. Any Participant under the age of 18 on the day of the Event can only be entered into the Event by a Parent or Guardian with authority to do so.

2.1.3. Any Participants under the age of 18 must be accompanied and supervised by a responsible adult at all times.

2.1.4 The Participant must complete and return a Waiver www.francishouse.org.uk/splashout prior to the Event. The Parent or Guardian of a Participant under the age of 18 must complete and return a Waiver www.francishouse.org.uk/splashout prior to the event.’

2.2 A Participant shall not be entitled to a refund of the Fees or any part thereof or any other form of compensation of any kind if he or she is disqualified from an Event by FHFT as a result of any infringement of the FHFT Rules save in the event that paragraph 1.1 above applies.

2.2.3 The Participant acknowledges that personal accident insurance in relation to the Participant's person or property is the responsibility of the individual Participant.

2.2.4. At all times during the Event the Participant must adhere to all instructions given by Event officials.

2.2.5. The Participant warrants that on the date of the Event they will be sufficiently fit and healthy to participate in the Event unaided. If you are in any doubt then we recommend that you seek medical advice. Please also note the medical notice at the top of these Conditions of Entry.

2.2.6 The Participant acknowledges and understands that the Event may be potentially hazardous and that participation in any Event is at their own risk.

2.2.7. Any Parent or Guardian entering a Participant under the age of 18 acknowledges and accepts that the Event may be potentially hazardous to a child under the age of 18.

3. CANCELLATIONS

3.2 Subject to clause 1, FHFT reserves the right to change the Event location and date. No refunds, credits or transfers shall be made if any new event location is within a radius of 50 miles of the original AND if the new event date is within one calendar month of the original Event. If either of the above conditions is not met then the Participant shall be entitled to a full refund of their entry fee upon written request to FHFT.

4. ORGANISERS' LIABILITY

4.1 FHFT, its officers, employees, agents, affiliates, sponsors, charities or medical advisers shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

4.1.1 Any loss or damage of personal equipment belonging to the Participant;

4.1.2 Any economic losses (including, without limitation, loss of revenues, profits contracts, business or anticipated savings);

4.1.3 Any loss of goodwill or reputation; or

4.1.4 Any indirect or consequential losses.

4.2 Nothing in these Conditions of Entry shall exclude or limit the liability of FHFT:

4.2.1 For death or personal injury caused by FHFT's negligence;

4.2.2 For fraud or fraudulent misrepresentation; or

4.2.3 For any matter which it would be illegal for FHFT to exclude or attempt to exclude its liability.

5. DATA USE

5.1 FHFT will treat all personal information supplied by a Participant as confidential in accordance with our [Privacy Policy](#). All personal information will be stored securely in accordance with Data Protection legislation. FHFT will only use a Participant's personal information for the purposes agreed by the Participant as a necessary part of the Participant's booking in the Entry Form.

5.2 FHFT will not sell, supply or otherwise distribute a Participant's personal information to any third party unless FHFT is required to do so by law or for the purposes of a police investigation or in the interests of your safety e.g. informing emergency personnel of medical conditions you have notified us of in your Entry Form, in order to render emergency assistance. FHFT may use your contact details to inform you of events in the future subject to your prior consent to do so.

6. GENERAL

6.1 These Conditions of Entry and the documents referred to in them, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The Participant acknowledges and agrees that in submitting the Entry Form (and the documents referred to in it) he or she does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in these Conditions of Entry.

6.2 FHFT shall not be liable to any Participant for any loss, damage, cost, expense or liability of any kind whatsoever in relation to the Event which results from any cause, event or circumstances beyond its reasonable control including without limitation war, terrorist action (or the threat thereof) strikes, flood, earthquake or any other natural disaster, subsidence and adverse weather conditions.

6.3 Nothing in these Conditions of Entry shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

6.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

6.5 No amendment of these Conditions of Entry shall be valid or binding unless made by prior written agreement between the parties hereto and signed by their duly authorised representatives.

6.6 To the extent permitted by law all provisions of these Conditions of Entry shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

6.7 These Conditions of Entry shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the English Courts.

6.8 This agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.