

Participation, Cancellation, Refund and Transfer Policy

1. PARTICIPATION POLICY

1.1 Gawthorpe Maypole Committee agrees to reserve you a place in the Event (Gawthorpe World Coal Carrying Championships), on payment of the Entry Fee. The reservation of a place in the Event does not grant you a right to participate in the Event. Gawthorpe Maypole Committee will only grant you the right to participate entry to the Event once all of the Event terms and conditions have been satisfied and you have been provided with your race pack per Clause 1.4 below.

1.2 You agree to participate in the Event which Gawthorpe Maypole Committee has reserved you a place. You also agree to abide by these Terms and Conditions of Event Participation, and any instructions given to you by the organisers and officials of the Event. The payment of the Event Participation Fee marks the conclusion of your commitment to participate in the Event and to abide by these Terms and Conditions.

1.3 The right to participate in the Event will only be granted by Gawthorpe Maypole Committee when Gawthorpe Maypole Committee provides you with your race pack, consisting of t-shirt, goody bag and certificate of participation, which will only be provided to you on the day of the Event. The race pack will only be provided when you present Gawthorpe Maypole Committee with your completed Medical Disclaimer that states you are fit to race and that you are aware of the health and safety risks associated with participating in the Event.

2. CANCELLATION BY YOU

2.1 You should inform Gawthorpe Maypole Committee immediately, in writing to susanwalshaw2@aol.com if you incur an injury or develop a medical condition which prevents you from participating in the Event and need to withdraw. You will be offered an alternative way to redeem your event entry fee according to the Gawthorpe Maypole Committee refund, deferment and transfer policy.

2.2 Failure to obtain your race pack at the Event will be deemed to be notification of your cancellation of this agreement.

3. CANCELLATION BY GAWTHORPE MMAYPOLE COMMITTEE

3.1 We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism or inclement weather conditions.

3.2 Gawthorpe Maypole Committee reserves the right to cancel the Event if [one month] before the Event Date we have not, in our sole discretion, received sufficient number of applications to ensure that there are enough participants to make the Event economically viable.

3.3 If the Event is cancelled by Gawthorpe Maypole Committee per the circumstances in 3.1 and 3.2 then Refunds and transfers will be made according to the refund, deferment and transfer policy.

3.4 The Participant is aware that the Event is not guaranteed to take place at the time of reservation.

4. BREACH OF THE EVENT TERMS AND CONDITIONS BY THE PARTICIPANT

4.1 This Clause will apply if the participant fails to comply with these terms and conditions, which includes but is not limited to:

- Non-participation in the Event without prior notice of cancellation to Gawthorpe Maypole Committee.
- The participant fails to complete the medical questionnaire resulting in non-participation in the Event.
- Gawthorpe Maypole Committee deems the Participant unfit to participate in the Event.

4.2 If any of the events listed in Clause 4.1 occur, the Participant will not be provided with a race pack and the Participant will not be granted the right to participate in the Event. As a consequence of failing to enter the Event, the Participant agrees that he has breached Clause 1.2 of this agreement and the Participant cancels his/her agreement to participate in the Event.

4.3 In order for the Event to be successful for both Gawthorpe Maypole Committee and the participants, Gawthorpe Maypole Committee requires sufficient participation and cooperation from all participants. By breaching the Event terms and conditions and failing to participate in the Event, the Participant will have potentially put the success of the Event at risk, prevented another individual from participating in the Event and will have resulted in a financial loss being suffered by Gawthorpe Maypole Committee (either directly and/or indirectly).

4.4 Accordingly, Gawthorpe Maypole Committee will charge the Participant a penalty for breach of contract, which will be an amount equal to the Event fee. Gawthorpe Maypole Committee will retain the Event Participation fee paid by the Participant as payment of the penalty charge.

5. EVENT REFUNDS, DEFERMENTS AND TRANSFERS

5.1. We do not offer refunds for ticket purchases unless the Event is cancelled, in which case we will refund the ticket price **less the booking fees and any other charges which we cannot recover.**

5.2 The organiser will not refund any proportion of the Event Participation fee once the Participant has participated in the event. This policy is non-discriminatory and does not take account of any individual circumstances in order for fairness and clarity.

5.3. Where the Participant is unable to participate in the event due to any reason, including but not limited to injury, illness, travel issues, weather, event cancellation, event venue change, event date change or force majeure, the Organiser will not be liable for any costs incurred by the Participant relating to privately booked travel, accommodation or other ancillary costs incurred.

5.4. If the Event has had to be cancelled in advance of its taking place, Event Participation fees shall be subject to the deferment and transfer policy without any administration fees.

5.5. If an event is re-located, no refunds shall be given if the event is re-located within an area of 50 miles radius of the original Event location.

5.6. Event reservations may be transferred between categories provided any additional costs that are relevant are paid in full if such a request is emailed two clear days before the event date to susanwalshaw2@aol.com.

5.7. You may transfer your Event reservation to a friend, except where the Organiser has expressly stated otherwise by (1) express instruction, (2) public announcement through the Event website or (3) individually, in writing, to the Competitor(s) in question, if such a request is emailed five clear days before the event date to susanwalshaw2@aol.com.

5.8. You may transfer your reservation to the following event next year, if such a request is emailed ten clear days before the event date to susanwalshaw2@aol.com. Upon receipt of the email we will contact you to arrange the transfer. In such an occurrence that the Event does not take place in the future the transferred Event Participation fee will not be subject to a refund.

5.9. The Organiser's refund policy is subject to change at the discretion of the Organiser and any such changes are published either within this refund policy and/or on the Event website. The Participant is advised to visit the Event website regularly.

5.10. The terms and conditions of this refund policy do not affect the Participant's statutory rights as a consumer. Please contact the Organisers for any questions on the Organiser's refund policy.

Address for the service of cancellation notices and to which complaints can be made to:
Susan Walshaw, 23 Branstone Grove, Gawthorpe, Ossett, WF5 9SU