X-RUNNER-Ltd

PO Box 8135, Derby, DE1 9DZ

GENERAL TERMS AND CONDITIONS

DEFINITIONS

In these terms and conditions, and the contract which incorporates them, the following words have the following meanings

"Contract Documents" mean(1)these Terms and Condition;(2)the General Disclaimer;(3)the Online Registration Form; (4) the Parental Consent Form (where applicable);

"Event" means the event which you have selected to enter as specified in the Online Registration Form;

"Event Participants" means the person completing the Online Registration Form, or in the case of a person under the age of 18, the individual registered by the parent or guardian completing the Online Registration Form

"Fees" means the fee payable per Event Participant for participation in the Event and the provision of the Services;

"General Form of Disclaimer" means the form of disclaimer concerning participation in the Event which must be completed prior to the submission of the Online Registration Form;

"Group booking" means a booking by a Lead Party for at least two individuals who wish to participate in an Event;

"Group" means all of the individuals specified in the Group Booking;

"Lead Party" means the first named person on the Online Registration Form who must be at least eighteen years of age (18) who has authority to complete the Online Registration Form on behalf of the named individuals on the Online Registration Form and who is responsible for passing on any additional information to the persons on whose behalf the Order is made,

"Order" means your order for the provision of the Services by the completion of either the Online Registration Form or a telephone booking;

"our","we","us" means X Runner Ltd;

"Parental Consent Form" means the form to be completed by the parent or guardian of an Event Participant who is under the age of 18;

"Race Pack" means the pack which is used to each Event Participant following completion of the Event;

"Safety Brief" means the mandatory safety briefing session held by us on the date of the Event prior to the start of the Event;

"Service" means the provision of the Event that you have selected and completed in the Online Registration Form

"Substitution Form" means the form to be completed by an individual who is taking the place of an Event Participant as more particularly described in the section ""Refund"

"You","your" means the person completing the Online Registration Form and participating in the Event, and in the case of a group booking, means all the individuals who have been registered on the Online Registration Form, and in the case of a minor under the age of 18, the parent or guardian who is completing the Online Registration Form on behalf of the Event Participant

"Website" means our web site setting out details of our Services and the Online Registration Form, at http://xrunner.co.uk/;

ABOUT THESE TERMS AND CONDITIONS

These Conditions set out the X-Runner-Ltd terms and conditions (referred to as the **event terms and conditions**) and shall apply to all quotations, offers, orders and contracts for the provision by us of an Event. All other terms and conditions of the Customer are hereby excluded.

CONTRACT FORMATION

We agree to supply to you and you agree to purchase the Services specified in the Contract Documents.

Initial Steps in Contract Formation	You shall read these Terms and Conditions, the General Form of Disclosure, and then shall proceed to the booking procedure pages following completion of the Online Registration Form. Please read the Privacy Policy and the Cookie Policy and fill in your credit or debit card details where indicated on the Online Registration Form. You will be able to submit your Order as set out in the Online Registration Form by accepting these Terms and Conditions and the Privacy and Cookie Policies and the General Form of Disclaimer.
Group Bookings	The Lead Party agrees that by completing the Online Registration Form and submitting an Order that: (a) They have read these Terms and Conditions and have the authority to be bound by them on his/her own behalf and on behalf of all the individuals named in the Group Booking; (b) They consent to our use of the information they provide in accordance with our Privacy Policy (c) They are over eighteen years of age and when placing an order for services with age restrictions declares that they and all members of the Group are of the appropriate age to participate in the Event for which they have been registered. By completing the Online Registration Form or completing a telephone Group Booking, the Lead Party warrants that they have the authority to accept and be bound by the Terms and Conditions on their own behalf and on behalf of the Group. The Lead Party shall indemnify and keep us indemnified against all and any liability, losses, claims which we may suffer or incur as a result of a breach of this warranty.
Contract Formation	We must receive payment of the whole of the Fees for the Services that are ordered before we can accept your Order. Once payment has been received by Us we will confirm that your booking has been accepted by sending an email to you at the e-mail address you provide in your Online Registration form. The e-mail will set out the details of the Event that you have registered for and you must check this for accuracy. You shall be responsible for advising us of any inaccuracies in the Order confirmation. A legally binding contract is formed following our acceptance of your Order.
Group Bookings	Once payment has been received by us from the Lead Party, we will confirm that the Group Booking has been accepted by sending an email to the Lead Party and to each member of the Group to the email addresses provided by the Lead Party in the Online Registration Form. This email will set out the details of the Event that the Lead Party has registered the Group member for and a link to these Terms and Conditions. Each member of the Group is responsible for checking the details set out in our email and for advising us of any inaccuracies. A legally binding contract is formed with each member of the Group following our acceptance of the Group Booking.

PRICE AND PAYMENT

	Except to the extent alternative payment terms are stated in the Contract Documents, the following terms shall apply:-
Fees Payable	The Fees payable for the Service that you Order is as set out on our Website. Payment shall be by credit/debit card, the details of which you shall provide on the Online Registration Form. For further details on how your credit/debit card is protected refer to the Clause below. Payment shall be in pounds sterling.
Service Fee	In addition to the Fee there is an additional service fee of six per cent of the Fee in respect on all bookings.
VAT	All Fees are inclusive of value added tax and any other applicable sales taxes,
Protection of Credit Card	During the Order process, you will be directed to our bank's secure internet payment gateway for processing using its electronic data processing scheme. Our bank has its own security measures in place to protect this information. Your bank details will not be kept by us.

CANCELLATION TERMS

Except to the extent alternative cancellation rights are stated in the Contract Documents, the following terms shall apply:-

Your Right to Terminate the Contract	You may cancel your Contract with us for the Service by email at http://xrunner.co.uk/contact-us/
Consequences of Termination	If you exercise your right to cancel the Contract, we regret that we will not be able to defer your Event or offer you a refund. You can however make a last minute substitution and assign your place to someone else provided always that they complete a Substitute Form and agree to the Terms and Conditions prior to attending the Safety Brief.
Our Right to Terminate the Contract	We reserve the right to terminate the Contract with you without liability, in the following circumstances:- (a) If you fail to attend the Safety Brief and display the wrist band given to all Event Participants; (b) If in our opinion you are under the influence of any intoxicating substance which in our sole discretion we consider would put you and other Event Participants at risk. (c) If in our opinion we consider that following your attendance at the Safety Brief, you are not capable of participating in the Event (d) If having agreed and accepted the General Form of Disclaimer on our website you do not sign the hard copy at the Event itself. (e) If you are pregnant, suffering from an illness or medical condition which you did not disclose at the time of registration for the Event
Events beyond our Reasonable Control	We shall have no liability to you for any failure, other than that specified in the Clause below, to carry out the Service you have ordered or for any delay in so doing due to any circumstance which is beyond our reasonable control, including without limitation, severe, adverse weather conditions, floods, fires, explosions, strikes, lockouts, and other industrial disputes, breakdown of systems or network access.
Consequences of Cancellation due to Events Beyond our Reasonable Control	In the event that we cancel the Contract due to events beyond our reasonable control, you shall have the following options:- **Option One** If possible we will reschedule the event at our earliest convenience, you can attend the rescheduled event at no extra change **Option Two** Deferred entry to the same event in the following year, at a cost of £40 providing that you retain your Race Pack, t-shirt, and race number. In the event that you require an additional Race Pack there will be an additional cost of £40. **Option Three** Entry into an alternative Event advertised on our Website either in the same calendar year as the Event that you originally registered for or in the following calendar year at a cost of £40 provided you have retained your Race Pack. In the event that you require a new Race Pack there will be a £40 administration fee. **Option Four** In the event that you do not wish to either defer your entry for a year or participate in an alternative Event, we will offer you a refund of the Fees you have paid less an administration fee of £40 which covers our committed costs to third parties. We shall have no further liability to you
Payment of Refund	Once you have notified us that you wish to have a refund, the sum debited to us from your credit/debit card, less the £40 administration fee will be refunded to you by as soon as possible and in any event within sixty (60) days of you notifying us that you require a refund.

OUR OBLIGATIONS

Provision of the Service	We shall deliver the Services with reasonable care and skill and use our reasonable endeavours to deliver the Services in accordance with the specification set out on our Website.
Health and Safety	We shall provide a Safety Brief on the day of the Event prior to its start, and shall provide an overview of the course and advice on how to complete the course safely. Our Events are staffed with appropriately experienced and skilled marshals who are positioned around the course to oversee your safety whilst participating in the Event.

YOUR OBLIGATIONS

Completion of the Online Registration Form	You are responsible for the accuracy of the information that you provide on the Online Registration Form and it is your responsibility to contact us either by email or telephone to provide us with any necessary amendments.
Arrival Time	It is your responsibility to ensure that you arrive at the Event in time to attend the Safety Briefing prior to the start of the Event. We shall have no liability to you should you fail to arrive in time, and shall not be obliged to offer any refund in such circumstances.
Compliance with Age and Fitness Requirements	It is your responsibility to ensure that you are compliant with any age/height/weight restrictions that may apply to an Event. If you do not meet these requirements you will not be entitled to participate in the Event.
Medical Conditions	It is your responsibility to inform us of any medical condition or illness which may affect your ability to participate in the Event. In the case of serious medical conditions we may in our sole discretion require a letter or medical certificate from your health professional confirming that in their reasonable opinion you are able to take part in the Event. You agree that any failure to inform us of any medical condition or illness will entitle us to refuse to let you participate in the Event and terminate the Contract without liability.
Compliance with Instructions	You shall comply with all reasonable instructions of our staff and marshals concerning the Event and your participation in it, and you agree and acknowledge that failure to attend the Safety Briefing and obtain the wrist band shall entitle us to prevent you from participating in the Event, and we shall have no obligation to offer you any refund in such circumstances.
Appropriate Clothing	It shall be your responsibility to ensure that you wear sensible clothing having regard to the Event and the weather conditions which may occur from time to time, and we shall have the right to prevent you from participating in the Event due to inappropriate clothing.
Participants under the age of 18	The parent or guardian completing the Online Registration Form must also complete the Parent Consent Form prior to the Event and a responsible adult must accompany any Event Participant who is under the age of 18 for the duration of the Event and complete the hard copy of the General Form of Disclaimer on their behalf.

EXCLUSION AND LIMITATION OF LIABILITY

Liability Excluded and Limited	In the Contract, references to our "liability" shall be to: our liability to you under or for breach of the Contract; our liability to you for or in respect of tort, negligence, breach of statutory duty, liability imposed by statute, strict liability, accidental or negligent misrepresentation; and any other liability we may have to you whatsoever arising under, in connection with or in the course of the Contract.
Liability Not Limited	We do not limit or exclude our liability to you for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation.
Excluded Types of Loss	Subject to the Condition headed "Liability Not Limited"; we shall have no liability to you for: loss of revenue, bargain, profit, anticipated savings, contract, business, expectation, use, production, or goodwill; any special, indirect or consequential losses; your liability to any third party.
Disclaimer	By participating in the Event you acknowledge that there are risks to your safety and that you participate at your own risk. You must accept the terms of the General Form of Disclaimer on our Website before you can submit your Order and on arrival you must sign the hard copy of the General Form of Disclaimer.

DATA PROTECTION

You acknowledge and agree to be bound by the terms of our Privacy Policy.

You agree and give consent to the taking of photographs of Event Participants and consent to the reproduction exhibition, review and exploitation, publication and transmission of any photographs containing your image. By agreeing to these terms and conditions you are giving permission for our drone pilot to capture aerial footage of you at a distance that the pilot feels is safe to do so.

GENERAL

Entire agreement: These Conditions and the other Contract Documents constitute the entire agreement between you and us.

Assignment: You must not assign or transfer the Contract without our prior written consent, which will not be unreasonably withheld.

Sub-Contracting: We may sub-contract our obligations under the Contract.

Third Parties: The Contract shall not confer any benefit on any third party or be enforceable by any third party.

Invalid Terms: Each of the terms of the Contract is separate and severable. If any term is held to be void or invalid by any court, it shall be severed, and the remaining terms shall continue in full force.

Law: The Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.