



Cornwall Hospice Care London Marathon Golden Bond Terms and Conditions

Congratulations on being offered a Golden Bond place to run for Cornwall Hospice Care in the 2025 TCS London Marathon. Before you accept this offer please read the following terms and conditions. You will be asked to confirm you agree to them at the point of registering. In doing so you are entering a legal and binding Contract between yourself (the Golden Bond Participant) and Cornwall Hospice Care Ltd (CHC). Please contact us if you need clarification on any of the points below.

- I agree to pay a £100.00 registration fee to confirm my place. I understand the deadline for this payment will be confirmed by Cornwall Hospice Care when I am offered my place. I understand this is additional to my fundraising pledge and is non-refundable.
- I pledge to raise a minimum of £2,000.00 for Cornwall Hospice Care. This is not inclusive of Gift Aid. This can be funded through fundraising for our charity or a personal payment.
- I understand that my place may be rescinded if I have not raised at least 50% of the minimum fundraising target, which must be paid to Cornwall Hospice Care, by 17.00 on Monday 10th March 2025 ahead of the London Marathon Charity Portal deadline at 16.00 on Thursday 13th March 2025.
- I understand that my Golden Bond place is exclusively for the benefit of Cornwall Hospice Care and that any fundraising for another charity will result in my place being rescinded, and no refund will be offered.
- I agree to ensure all fundraising is paid to Cornwall Hospice Care by the 23rd May 2025 and in the unlikely event that I am below target, I confirm I will pay the remaining balance no later than 23rd May 2025.
- I agree to the following Terms and Conditions of Entry.

**THESE TERMS AND CONDITIONS DO NOT APPLY TO PARTICIPANTS WITH
A PUBLIC BALLOT OR GOOD FOR AGE ENTRY**



1. The Marathon

- a. The Marathon is not organised by Cornwall Hospice Care but by a third party (London Marathon Events).
- b. You take part in the Marathon as a Cornwall Hospice Care Golden Bond participant subject to these Terms and Conditions, which are in addition to the Event Organiser's own terms and conditions. They must be fully complied with at all times.

2. Participation

- a. Each Golden Bond Participant pledges to raise the minimum sponsorship target for CHC.
- b. Each Golden Bond Participant will aim to raise the minimum fundraising pledge for CHC of £2000.00.
- c. Each Golden Bond Participant must confirm their acceptance of the offer by payment of their registration fee. CHC reserves the right to withdraw the place of a Golden Bond participant if they have not confirmed their offer in accordance with this condition 2(c) and to offer their place in the Event to another applicant.
- d. All fundraising activity undertaken as part of this event must be for the benefit of Cornwall Hospice Care only.

3. Registration and fundraising

- a. Golden Bond Participants agree that all funds raised as a result of their participation in the Event shall be raised using legal methods and in compliance with the advice given in the fundraising guide found on the CHC website, www.cornwallhospicecare.co.uk/support-us and/or in the information relating to the Marathon provided to Golden Bond Participants in advance of the date of the Event
- b. All funds raised for and on behalf of CHC shall be held on trust by each Golden Bond participant and paid to CHC as soon as reasonably possible and within 1 calendar month of completing the Marathon.

4. Age of Participants

- a. All Golden Bond Participants must be aged 18 or over by the date of the Marathon.



5. Health and fitness

- a. All Golden Bond Participants take part in the Marathon at their own risk.
- b. All Golden Bond Participants agree that, as far as they are aware, they are sufficiently fit and physically able to compete in the Marathon and, if it is necessary, they have sought and followed medical advice before the date of the Marathon. It is each participant's own responsibility to assess their fitness and only participate if they are fit enough. Should any medical or physical condition arise prior to the Marathon, which is likely to affect their ability to participate, the Golden Bond Participant should withdraw from the Marathon.

6. Safety

- a. All Golden Bond Participants should ensure that any equipment or clothing used is in good condition and suitable for the marathon.
- b. Golden Bond Participants acknowledge and agree that because the London Marathon takes place in a public space and because CHC is not responsible for organising the event, CHC cannot be held liable for any damage caused outside of its direct control.

7. Insurance

- a. CHC does not provide insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at and/or participation in the London Marathon. Golden Bond Participants are responsible for arranging their own suitable and adequate insurance protection to cover their participation in the Marathon, including without limitation cover:
 - i. for material loss/damage to any equipment they may use in the Marathon or personal property (including clothing);
 - ii. any loss or damage they may cause to a third party;
 - iii. sickness; or
 - iv. negligence of any party.

8. Liability

- a. Subject to paragraph 10(b), neither CHC nor its agents or representatives shall be liable for:



- i. any injury or accident causing loss or damage to a Golden Bond Participant or any third party where this is sustained as a result of a Golden Bond Participant taking part in the marathon; or
- ii. any loss or damage sustained by a Golden Bond Participant as a result of: the cancellation of or any changes made to the marathon for any reason including safety; or any circumstances beyond the control of CHC.
- b. Nothing in these Terms and Conditions shall limit or exclude CHC's liability in respect of death or personal injury sustained as a direct result of:
 - i. the negligence, breach of statutory duty or fraudulent misrepresentation of CHC, its agents or representatives; or
 - ii. a deliberate act or omission of CHC, its agents or representatives.
- c. Golden Bond Participants and their friends and family members who attend the marathon do so entirely at their own risk.
- d. Each Golden Bond Participant is responsible for his/her actions whilst attending or participating in the Marathon. This includes at the Marathon start village, on the route and at the finish area. CHC accepts no responsibility for the actions of a Golden Bond participant nor the consequences of such actions.

9. Withdrawal and Refunds

- a. The Registration fee is non-refundable in the event that a participant elects not to participate in the marathon for any reason.
- b. Participation in the Marathon is personal to each participant and Golden Bond Participants are strictly prohibited from swapping, selling or transferring their place in the Marathon or allowing any other person to participate in their place. Deferral to the following year is at the discretion of CHC.
- c. Golden Bond Participants must send written confirmation of their withdrawal/deferral via letter or email to CHC address or email address contained in the Fundraising Information Pack.
- d. Cornwall Hospice Care, the Event Organiser or its or their agents or representatives reserve the right to refuse entry to the Marathon or ask a Golden Bond Participant to cease participation if a Golden Bond Participant:
 - i. fails to follow instructions given by Event officials;



ii. attempts to participate in the Marathon in a manner that CHC or the Event Organiser or its or their agents or representatives, acting reasonably, believes:

1. may cause injury to the Golden Bond Participant;
2. may cause injury to another participant;
3. may damage or harm the environment;
4. is likely to cause offence; or
5. otherwise cause a risk or potential risk to health and safety.

iii. is, in the opinion of CHC, the Event Organiser or its or their agents or representatives, unfit to participate in the Event due to:

1. the consumption of alcohol;
2. the use of drugs;
3. an injury or illness; or
4. failure to arrive at the start check in at the specified time.

10. Cancellation and Changes to the Event

a. The Event Organisers may cancel the Marathon in accordance with their terms and conditions. If the Marathon is cancelled for any reason then Cornwall Hospice Care will have no responsibility for any costs incurred as a result of such cancellation, including any travel or accommodation costs. Registration fees are non-refundable and any refund offered will be at the absolute discretion of Cornwall Hospice Care.

b. All Golden Bond Participants acknowledge and agree that the organisation and staging of the marathon is under the control and direction of the Event Organiser and the Event Organiser's terms and conditions will apply in respect of any cancellation, alteration or re-scheduling of the Event, including the giving of any notice in respect of any change or cancellation.

c. CHC will use reasonable means to communicate any changes to the marathon to each Golden Bond Participant as soon as is practicable.

d. If the Event is cancelled for any reason, CHC will, upon the written request of the payee, return any sponsorship money paid. CHC is unable to refund the Registration Fee.

11. Photos and Publicity

a. Photographs and films may be taken throughout the marathon by CHC. Golden



Bond Participants consent to any use in current or future media by CHC including any photographs, images and/or films in which they feature.

b. Golden Bond Participants acknowledge and agree that no payment will be made to any participant for the use of any photographs, images or films in which they may feature.

12. Data Protection

a. Each Golden Bond Participant agrees that information provided to CHC in connection with the Marathon may be used by CHC in accordance with data protection legislation.

b. CHC will use the information provided by Golden Bond Participants to register applicants for the marathon, process registrations and manage the participant's involvement in the marathon. CHC will keep the Golden Bond Participant up to date with Cornwall Hospice Care activities or provide any other information in accordance with their stated preferences.

c. Each Golden Bond Participant will agree to provide emergency contact information when registering for the Marathon.

13. Acceptance of these Terms and Conditions

a. By registering with Cornwall Hospice Care to participate in the Marathon, a Golden Bond Participant agrees to be bound by these Terms and Conditions.

b. If any provisions in these Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.

c. CHC may vary these Terms and Conditions from time to time and the up-to-date terms shall be provided to Golden Bond Participants.

d. These Terms and Conditions and any dispute or claim that arises out of or in connection with them is governed by and construed in accordance with the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these Terms and Conditions.



• Mount Edgcumbe Hospice • St Julia's Hospice •

Caring for our community

You will be asked to agree to these Terms and Conditions at the point of Registration. This forms a binding contract between you, the Golden Bond Participant, and Cornwall Hospice Care Ltd.