



Event Terms and Conditions

Dragon Boat Race Sunday 13th September 2020

Stratford upon Avon Boat Club, Swans Nest, CV37 7LS

By registering to take part in the event I agree with The Shakespeare Hospice that:

Registration and participation

1. A maximum number of 17 participants (16 paddlers plus a drummer) will be permitted to crew a dragon boat.
2. Teams can enter with fewer than 17 participants (i.e. 14, 12, 10 or 8 paddlers) and composition of male, female, youth, adult or any combination of these. Subject to overall weight of the boat and its crew, and the prevailing conditions, the Event Company has the absolute right to further limit team numbers on the day in the interest of safety.
3. Every team must elect a team captain and have a drummer for each race.
4. All able-bodied Participants must be comfortable in deep water and capable of swimming 50 metres with the aid of an EU-approved personal flotation device (buoyancy aid). The Event Company will provide buoyancy aids for all Participants whilst on the water.
5. Provision will be made for participants who register as disabled or with special needs. Compliance with this provision will be the responsibility of their Boat Captain. All competitors with special needs must sign (or have signed on their behalf by an appropriate person) a DBE Disabled Waiver Form. All disabled or special-needs participants must be able to sit unaided in a dragon boat, be capable of communicating with and/or obeying instructions given by the Company's representatives both on and off the water and be comfortable in water whilst wearing a personal flotation device. There is no absolute requirement for such participants to be able to swim 50 metres. Each disabled or special-needs participant must be escorted by an able-bodied "buddy" who will be briefed as to their duties whilst on the water. An additional charge may be levied for the supply of a member of the Event Company to act as a personal buddy. Disabled Waiver Forms will be available on the day at registration and are also available on request from enquiries@dragonboatevents.com.
6. Registration of entering a team must only be completed by those who will be aged 18 years or over on the date of the Event.
7. There is a minimum age of 12 years for participants. All children under the age of 16 years but must be accompanied by their parent or legal guardian at all times. The parent or legal guardian must take full responsibility of the child at the event.
8. The Event Company has the absolute right to exclude any participant who in the opinion of Our Event Manager is deemed unsafe or unfit to participate (including excessive consumption of alcohol), or for failure to comply with instructions given by the Company's representative(s), or if weather conditions or other safety factors affecting the water conditions warrant such action, for which no refunds will be offered.

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9. Where equipment is provided to the Participant by the Company, all reasonable care is expected to be exercised by the Participant in relation to this equipment. If it can be seen that the Participant wilfully or maliciously damages equipment or where negligence has been shown in the care of such equipment, the Client hereby accepts that the Company has the right to charge the Client for the cost of replacing the equipment. Deliberately capsizing a boat will be viewed as wilful lack of care, and any loss or damage to the boat or equipment will be charged to the Client. In the event of a capsize the helm will report the circumstances to the Company event manager who will make the final decision on whether the capsize was accidental or wilful. If the latter, the individual or the team will forfeit the right to further participation including the finals if appropriate and if during the final will forfeit any medal placing.
10. I will pay a non-refundable £250 registration fee to enter a team by Friday 24th July 2020 and agree to pay the balance of £750 by Friday 14th August 2020. To avoid disappointment as teams are booked on a first come first served basis, secure your team place as soon as possible.
11. You may not participate under someone else's name under any circumstances. If your captain or any of your team cannot take part, you may find alternative new crew members and complete a revised team registration form for the Event Company. The Shakespeare Hospice will not be responsible for refunding the original entrant's registration fee.
12. I understand that The Shakespeare Hospice have the right to refuse registration or application for a place in an Event without providing reasons for doing so and at any time.
13. Contact details provided are used to keep you up to date about the event you are taking part in. We may ask for next of kin details in case of an emergency. All details will be stored securely and are used in relation to the event you are taking part in.
14. The Event Company has the absolute right to cancel or cut short an event for safety reasons given prevailing conditions on the day – including but not limited to; strong winds, heavy rain or hail, electric storms, excessive current due to flooding, tide or wind generated swell. and will not be held responsible for any costs incurred by the client or participants
15. Participants' supporters and family members spectating at any Shakespeare Hospice event do so entirely at their own risk. The Shakespeare Hospice shall not be liable for any injury, damage or loss suffered by spectators at a Shakespeare Hospice organised event other than in respect of death or personal injury arising out of The Shakespeare Hospice's' negligence.
16. The Event Company will provide the dragon boat racing package which will include team full safety briefings, shore-side instruction, at least three heats of timed races (if conditions allow), at least one timed final race (if conditions allow), and a prize-giving ceremony with a trophy for the winning team, and individual medals for all three top teams. The Event Company will bring to the venue sufficient equipment, staff, and facilities to stage the event.

Minimum fundraising target, Donations, and payment terms:

17. To secure a team place we ask for a deposit of £250 per team and for each team to raise a minimum of £750 in sponsorship or payment to enter a team. Alternatively, your company/team could pay £1,000 without any additional sponsorship needed.
18. I will regularly pay all money collected on behalf of The Shakespeare Hospice to The Shakespeare Hospice directly by the following means: -
 - a. Via an online giving platform;

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- b. to The Shakespeare Hospice bank account: Account Number: 30127353 Sort Code: 20-48-08 quoting the reference: your surname/DBR2020
 - c. via cheque, CAF vouchers and Charities trust vouchers made payable to The Shakespeare Hospice and sent to The Fundraising Team, The Shakespeare Hospice, Church Lane, Shotton, Stratford Upon Avon, CV37 9UL. Alternatively, credit or debit card donations made by calling The Shakespeare Hospice Fundraising Team directly on 01789 266 852
19. I agree that if I withdraw for any reason prior to the Event, any monies raised will be non-refundable and will be treated as a donation to The Shakespeare Hospice.
 20. No refunds will be offered for fewer competitors competing than the number originally registered.
 21. I will only use sponsorship forms issued by The Shakespeare Hospice and not use any other type of sponsorship form (unless otherwise agreed with The Shakespeare Hospice)
 22. I will send The Shakespeare Hospice my completed sponsor forms with details of the names and addresses of and amounts donated or pledged by all sponsors no later than 4 weeks after the Event. This will allow The Shakespeare Hospice to process gift aid on donations received over the £1,000 minimum registration fee.
 23. I will inform The Shakespeare Hospice Fundraising Team immediately if I am unable to take part in the Event. When my withdrawal is acknowledged, I will not be liable to raise any further sponsorship.

Fundraising

24. I will comply with any fundraising guidance or advice issued by The Shakespeare Hospice and abide by the Code of Fundraising Practice issued by the Fundraising Regulator.
25. I will collect money only on behalf of The Shakespeare Hospice in connection with the Event.
26. I will use only lawful means to fundraise for The Shakespeare Hospice and will not do anything that harms or is likely to harm The Shakespeare Hospice reputation.
27. I will not use The Shakespeare Hospice logo without permission and will obtain all fundraising materials from The Shakespeare Hospice.
28. My fundraising **will not** include:
 - a. Raising funds by carrying out, door-to-door or unsolicited collections;
 - b. Collecting in any public place without first obtaining a The Shakespeare Hospice collectors' licence from The Shakespeare Hospice and authorisation from the local authority and any other licences or consent that The Shakespeare Hospice require me to obtain.
 - c. Collecting on private property (including shops, pubs etc) without first obtaining The Shakespeare Hospice collectors' licence from The Shakespeare Hospice and permission of the owner of the private property.
 - d. Conducting any raffle or lottery or putting on any public event without first contacting The Shakespeare Hospice and taking any steps which, The Shakespeare Hospice require.
29. I agree that Gift Aid payments cannot count towards the pledge to raise a minimum of £1,000 in sponsorship or the payment for team registration. Payments over the £1,000 can be treated as donations and can be gift aided.
30. I agree that The Shakespeare Hospice can terminate my authority to fundraise on their behalf at any time by sending written notice to the address below.

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Personal data and images

31. During our events, we may take general photographs and film which may be used for social media, on our website, in the media and to promote future events. We will ask your permission before taking individual and group photographs of participants, but you may sometimes appear in general photographs of crowds and the event setting.
32. I give permission for my personal information to be stored and used by The Shakespeare Hospice in connection with the organisation, promotion and administration of this Event and any other Events or promotions offered by The Shakespeare Hospice.
33. Contact details provided are used to keep you up to date about the event you are taking part in. We may ask for next of kin details in case of an emergency. All details will be stored securely and are used in relation to the event you are taking part in.
34. I give permission for my personal information to be passed on to the Event Organiser by The Shakespeare Hospice for the purposes of the organisation, promotion and administration of this Event.
35. Further information on how The Shakespeare Hospice use and store my data is available to view on The Shakespeare Hospice website within their Privacy policy.

Health, safety and fitness

36. Before the event commences Participants are required to complete a DBE Team Information and Waiver Form, to be signed by the Team Captain, to declare to the Event Company if they: (a) suffer from chest pains or shortness of breath; (b) have been told by their Doctor that they have heart trouble; (c) have been told that their blood pressure is too high or too low; (d) have had fainting or dizzy spells; (e) have undergone a recent operation; (f) suffer from bone or joint problems such as arthritis, spinal injury, etc.; (g) for any other reason may not be able to participate in an exercise programme which in the case of Dragon Boat Racing should not exceed 5 minutes of active aerobic exercise per race.

This declaration may not disqualify a Participant from entry, as fitness to compete will be assessed by the Company's representative(s) on the day (with final authority resting with the Event Manager) and may be subject to following specific advice and/or instructions subsequently given. Team Information and Waiver Forms will be available on the day at registration and are also available on request from enquiries@dragonboatevents.com. If the Client wishes to produce and use their own Form (e.g. Team Entry Form), 'copy' approval must first be sought from the Event Company that the wording is appropriate and meets the Company's requirements.

37. Participants' supporters and family members spectating at any Shakespeare Hospice event do so entirely at their own risk. The Shakespeare Hospice shall not be liable for any injury, damage or loss suffered by spectators at a Shakespeare Hospice organised event other than in respect of death or personal injury arising out of The Shakespeare Hospice's' negligence.
38. All participants must abide by these rules and any instructions given by event staff on the day.
39. All participants must write the name and number of a person to contact in case of an emergency. In the case of an emergency, The Shakespeare Hospice may use the emergency contact details you provided to us when you registered for the event.
40. The Shakespeare Hospice takes reasonable steps to minimise the risk of injury to all participants during organised events. A risk assessment process is in place for each event.

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By taking part in an event, you acknowledge that there may be conditions or circumstances beyond our control that can lead to unforeseen risks. If you have any concerns or queries, please contact us before agreeing to take part in an event.

41. I will fully prepare myself for the physical challenge of the Event and I will check with my doctor to ensure that I am medically fit to participate in the Event.
42. First aid is provided at all of our events. Participants consent to their details (which will be obtained by medical providers if participants are treated by them at an event) being passed to The Shakespeare Hospice. The Shakespeare Hospice will only use these details for administration and health and safety purposes and to fulfil its legal obligations, including those under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
43. Any correspondence regarding these terms and conditions should be directed to The Shakespeare Hospice Fundraising Team, Church Lane, Shotton, Stratford Upon Avon, Warwickshire, CV37 9UL.