OPEN GARDEN EVENT 2019
TERMS AND CONDITIONS

Open Garden Event 2019 is an event that raises funds for Carers Bucks Young Carers, (Company Number 4941481, Charity Number 1106745) whose registered office is at Ardenham Court, Oxford Road, Aylesbury, Bucks HP19 8HT. By agreeing to participate in this event you accept there are certain terms and conditions set by Carers Bucks, which are set out below:

CARERS BUCKS TERMS AND CONDITIONS

The following are Carers Bucks conditions and terms of participation for the Open Garden Event:

(1) Tickets are strictly non-refundable.

(2) Please note Carers Bucks reserves the right to cancel a specific event due to insufficient numbers up to 21 days prior to the event if this is the case all tickets will be fully refunded.

(3) No tickets are secured until payment is received. If we receive this payment after the Event is full we will refund your payment as soon as reasonably possible.

(4) You / your guests accept that the interests and reputation of Carers Bucks are of paramount importance. Carers Bucks may at any time and at its sole discretion, cancel the Event, change the published venues, withdraw your place on the Event or exclude you from the Event.

(5) If cancellation occurs due to unusual and unforeseeable circumstances beyond our control, such as a national emergency, natural disaster, fire, bad weather, or other such events (acts of force majeure), then we will advise you as soon as it is reasonable to do so.

(6) Carers Bucks hold Employee & Public Liability Insurance but this does not cover participants on public roads.

(7) You / your guests must provide Carers Bucks and any persons acting on their behalf with relevant information, which they may request in connection with the Event.

(8) You confirm that any photographs taken by you at the event and given to Carers Bucks will be usable by Carers Bucks in future publicity materials. Unless you let us know prior to the event that you do not wish your photograph to be taken.

(9) You / your guests give permission to use your name, photograph, voice, or likeness in any broadcast, telecast, advertising promotion, or other account of this event (including any web-based content, social networking site or external website hosting content on behalf of Carers Bucks), or marketing, or promotion for future or similar events and waive any rights of privacy that you may have in that regard unless you let us know prior to the event that you do not consent to the above.
Prior to and during the event you / your guests will be responsible for your own safety, you will take reasonable care to ensure the safety of other participants and you will comply promptly with all instructions and guidelines given by Carers Bucks and any persons acting on their behalf.

Carers Bucks do not accept responsibility in respect of death, bodily injury or illness of any person on one of our events as a result of (but not limited to) physical exertion for which a participant is not prepared, force of nature, consumption of alcohol, civil unrest, terrorism, breakdown of equipment or any other beyond our control.

Any arrangements you make independently which do not form part of the event are entirely at your own risk.

You agree to accept the authority and decisions of Carers Bucks, who may at any time during the course of the event terminate your participation if Carers Bucks considers it necessary for the health or safety of you, other participants, staff or the public.

You must comply with all of Carers Bucks reasonable instructions relating to the safety of the event. If, in Carers Bucks opinion, or the opinion of another person in authority, you are behaving in such a manner as to cause danger, distress, or annoyance to others or cause damage to property, your event arrangements may be terminated by Carers Bucks, or the supplier concerned. In such an event Carers Bucks will cease to have any responsibility for you and will have no liability to you, nor will Carers Bucks make any refunds, pay any compensation or meet any costs or expenditure you incur as a result.

Carers Bucks has a commitment to your privacy. The information you give will be added to our database and will be processed in full accordance with the Data Protection Act (1998). We will not pass your personally identifiable information to any third parties (excluding trusted suppliers who assist us with data management and who have made a non-disclosure agreement with us) unless you give us permission to do so or we are obliged by law to disclose it or where it is necessary for the purpose of or in connection with legal proceedings in order to exercise or defend legal rights. Carers Bucks will endeavour to store and transfer your data as securely as possible. By providing your email address you are opting in to receive communications by Carers Bucks. You have the opportunity to opt out of these communications at any time you wish.

ACTIVE AGREEMENT AND LIABILITY WAIVER (this “Agreement and Waiver”)
PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE AGREEMENT AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of being permitted to register and/or participate in, including without limitation by observing, the activities for which you are registering (the “Event”), on behalf of yourself and any personal representatives, assigns, heirs, executors, successors and next of kin, you understand, agree, warrant and covenant as follows:

Authority to Register and/or to Act as Agent. You represent and warrant to The Active Network, Inc. (“Active”) that you have full legal authority to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or any party for whom
you are registering (the “Registered Parties”), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, (a) “Active” means and includes The Active Network, Inc., its partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with Active singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) “you” or “your” means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights. If you are registering an incapacitated adult you represent and warrant that you are the legal guardian of that party and have the legal authority to enter into this Agreement and Waiver on their behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold Active harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys’ fees) of any kind or nature (each, a “Liability” and collectively “Liabilities”) in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against Active, you agree, immediately upon request or demand by Active, to defend, indemnify and hold Active harmless from all Liabilities which may be incurred as the result of such claim.