

TERMS AND CONDITIONS FOR CHARITIES

This document sets out the Terms and Conditions of Skyline's London To Brighton Cycle Ride ("the Event"). By requesting a package deal which includes the two separate services of pre-reserved places and advertising ("the Package"), the Charity accepts these terms and conditions

1. Commencement

Skyline will send an invoice to the Charity for their chosen Package and these Terms and Conditions shall take effect on the invoice date (the "start date").

2. How the Event Works

Skyline will operate the Event as follows:

- 2.1 Skyline will organise a cycle ride from London to Brighton starting and finishing at the venues promoted on the Event website to which participants can purchase entry fees.
- 2.2 Skyline will offer charities the opportunity to pre-reserve places on the Event which the Charity can then offer to its supporters in order to guarantee availability should supporters wish to enter the Event.
- 2.3 Skyline will also supply advertising services to raise awareness for the Charity's cause via the Event website and individuals will choose which charity they wish to cycle for.

3. Costs of the Package

3.1 The Charity shall pay to Skyline two separate fees for the two separate services within the Package. These are:

- a) a fee for each place reserved, and
- b) a fee for the Charity of the Year benefits (see 3.2 below)

Such fees and benefits as outlined in the Charity Partnership Brochure

Skyline will send an invoice to the Charity for such fees which must be paid by the Charity within 15 days of receipt

All filled places will be refunded after the Event. Any unfilled places will not be refunded, nor can they be 'rolled over' to future years. The Charity of the Year element is non-refundable.

3.2 The Charity of the Year benefits include a range of advertising services supplied by Skyline to the Charity. The exact nature of these services will depend on the particular Package chosen by the Charity but will include advertising of the Event itself and of the Charity's general cause.

4. Skyline's obligations

In accordance with these Terms and Conditions Skyline agrees to:

- 4.1 Provide event logistics including, but not limited to; dedicated start and finish venue, route marking, route marshals, first aid, on route support, water stops, medals and race numbers to the participants which may sign up independently via the Charity's pre-reserved spaces.
- 4.2 Provide an online booking page to the Charity to facilitate their receiving registrations online for its pre-reserved places
- 4.3 Provide registration and administration services to the participants whereby Skyline will liaise with all registrants and provide them with an online event platform containing the necessary event details including without limitations route map, key times, safety information, fundraising and training advice
- 4.4 Provide an event email address which participants can email with their questions regarding their participation in the Event
- 4.5 Provide marketing materials to charities including images
- 4.6 Provide the Charity of the Year benefits listed in the Charity Partnerships Brochure to the Charity

5. The Charity's obligations

In accordance with these terms and conditions the Charity:

5.1 Acknowledges that the pre-reservation of spaces and the advertising services provided by Skyline do not guarantee that participants will fill these spaces or a certain level of fundraising income. The Charity may wish to undertake additional marketing activities at its own expense so as to increase the chances that it will fill its allocation of pre-reserved places

5.2 Agrees to answer questions from its own participants where such questions relate to the Charity's work and/or its status as a registered charity

5.3 Agrees to deal with all matters relating to the Charity's participants' fundraising

5.4 Acknowledges the following:

- 5pm on Monday 31st July is the deadline for bookings and any changes to existing bookings including name changes. The booking link will close after this deadline.
- Riders have the opportunity to request a start time when they book. Once a time slot has filled we will be unable to add others to this start time.
- We don't automatically group riders together who are cycling for the same charity. The Charity can request this but this request must be received by Monday 31st July.
- We offer bike and coach transport from Brighton back to London but this has limited capacity

6. Data Protection

The parties shall comply fully with the current Data Protection legislation as set out in the attached Data Protection Schedule

7. Cancellation

7.1 Should Skyline cancel the Event for reasons other than Force Majeure Skyline shall refund the Charity for any fees the Charity has paid to Skyline in respect of pre-reserved places but Skyline shall have no other liability to the Charity. No refunds shall be made for the Charity of the Year element by Skyline to the Charity

7.2 Should Skyline cancel the Event due to Force Majeure, bad weather or any other cause that affects the safe operation of The Event no refunds shall be made for the Charity of the Year element by Skyline to the Charity. Places will be rolled over to the rescheduled date of the Event. The Charity acknowledges that Skyline therefore strongly recommends that the Charity takes out Contingency Insurance to protect itself against such risks

7.3 Force Majeure is any event or circumstances which Skyline could not foresee or avoid including actual or threatened war, riot, civil strike, national emergency, national mourning, terrorist activity, industrial dispute, prohibitive government regulations, pandemic, natural or nuclear disaster, adverse weather conditions, fire and all other events beyond the reasonable control of Skyline.

7.4 The Charity acknowledge that the current event date and route is subject to change and that no refunds shall be given by Skyline to the Charity in the Event that the date and/or venue is changed.

8. Termination

8.1 In the Event of either party committing an act of default or threatening to commit or committing any act which is likely to or has damaged the reputation of the other party, each party will have the right to terminate the use of the Service with immediate effect by notice in writing.

9. Acts of default

9.1 Skyline shall commit an act of default where:

- 9.1.1 Skyline is subject to winding-up;
- 9.1.2 An administration order is made in relation to Skyline or a receiver or an administrative receiver is appointed over Skyline's assets or an encumbrancer takes possession of or sells all of Skyline's assets; or

- 9.1.3 Skyline makes an arrangement or composition with its creditors generally.

9.2 The Charity shall commit an act of default where any of the Events listed above occurs in relation to the Charity, or it loses its charitable status (for whatever reason).

10. Licence of the Charity's trademark

10.1 Skyline is hereby granted a licence to use the Charity's trademark on its website and marketing materials associated with the Event but for no other purpose.

10.2 In the Event of termination of these Terms and Conditions the licence will no longer be effective.

11. Confidential Information

The parties shall treat as strictly confidential any information received about the other during the currency of this Agreement and which is not in the public domain. Except as required by law, in particular the Freedom of Information Act 2000, the parties shall not disclose to any third party any information belonging to the other party without the other party's consent. This clause shall survive termination of these Terms and Conditions.

12. Limitation of Liability

12.1 Skyline shall not in any event be liable to the Charity for any indirect or consequential loss or damage including loss of business or profits whether or not caused by or resulting from its negligence or breach of contract or otherwise.

12.2 For the avoidance of doubt, nothing in these Terms and Conditions shall be deemed to exclude, restrict or limit the liability of Skyline (or its agents or sub-contractors) for death or personal injury arising from their negligence or any liability for fraudulent misrepresentation.

13. Assignment

Neither party shall assign all or any portion of this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that either party may, without such consent, assign this Agreement, in whole or in part, in connection with the transfer or sale of all or substantially all of the assets or business of such Party relating to the Event.

14. Notices

14.1 Notices sent by post will be deemed received within 5 business days.

14.2 Notices sent by email will be deemed received within 24 hours.

15. Governing Law

These Terms and Conditions are subject to the jurisdiction of the English courts and are governed by English Law.

Data Protection Schedule

This Schedule sets out how the parties will comply with the current Data Protection Legislation

1. Data protection

1.1 Definitions.

- (a) **Agreed Purposes:** To enable the parties to perform their contractual obligations and participant stewardship duties in respect of participants taking part in events organised by Skyline
- (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.
- (c) **Data Protection Legislation:** (i) the Data Protection Act 2018, incorporating UK GDPR and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK.
- (d) **Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.
- (e) **Shared Personal Data:** the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the categories of information set out in the Skyline Events Privacy Notice available at www.skylineevents.co.uk/Privacy_Notice.pdf

1.2 **Shared Personal Data.** The provisions which follow form the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

- (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;

- (f) process no other personal data acquired in connection with this agreement other than the Shared Personal Data;
- (g) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party upon request, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (h) not transfer any personal data outside of the European Economic Area unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled:
 - (i) the data subject has enforceable rights and effective legal remedies with regard to the transferred personal data; and
 - (ii) the transferring party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.

1.3 **Compliance:** Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

1.4 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) allow the other party to approve and, if the other party deems necessary, to amend any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting with and obtaining the consent of the other party;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of any data subject, delete or return personal data and copies thereof to the data subject on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.2; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

1.5 **Indemnity.** Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other party of the Data Protection Legislation by that party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to a limit of £1M.