

TERMS AND CONDITIONS OF USE OF PARTICIPANT UK LTD SOLUTION FOR ORGANISERS

1. INTERPRETATION

1. In these Conditions the following words shall have the following meanings:

"Account" means the Organiser's account with Participant UK Ltd Solution.

"Chargeback" means action taken by a Customer cardholder's Credit Card Company or bank to invalidate a payment.

"Conditions" means the standard terms and conditions set out in this document.

"Contract" means the contract incorporating these Conditions entered into between the Organiser and Participant UK when the Organiser registers on the Website.

"Customer" means any third party wishing to attend the Organiser's event(s).

"Organiser" means the party wishing to use Participant UK Ltd Solution as an event organiser also referred to in these Conditions as "You" or "Your".

"Participant UK" means Participant UK Ltd (Company No. 06135167) located at Unit 2, Wokingham Commercial Centre, Molly Millars Lane, Wokingham, Berkshire, RG41 2RF

"Registration Fee" means any charge payable to Participant UK Ltd in addition to the attendance fee for the event.

"Regulations" means Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2018

"Settlement Account" shall mean the shared bank account (which at the date of this Agreement is held with Barclays Bank plc) to which payments, which are made by Customers for registrations and bookings made through the Participant UK Ltd Solution System, and from which Organisers shall receive payment.

"Participant UK Ltd Solution" means the event organisation and payment services provided to the Organiser through this Website and all other websites owned by Participant UK Ltd, and refers to all our products, services, applications ("apps) and websites.

"Website" means the website found at www.Participant.co.uk and www.SportsReg.co.uk and any sub-domains and web pages provided to the Organiser by Participant UK.

"Working Day" means any day (other than a Saturday and Sunday) on which the London clearing banks are open for business.

2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
3. The headings in these Conditions are for convenience only and shall not affect their interpretation.
4. Where the context dictates in these Conditions, the singular shall include the plural and vice versa and any gender includes the other gender.

2. ACCEPTANCE OF CONDITIONS

1. These Conditions include the terms of Participant UK [Privacy Policy](#), which may be accessed from the "homepage" of the Website.
2. By registering on Participant.co.uk through the Website or by separate contract, the Organiser will be deemed to accept these Conditions and the Organiser may copy these Conditions and store them for future reference. Please read the provisions set out below and the [Privacy Policy](#) fully and confirm agreement to them before clicking the "Sign Up" button at the end of the registration process to enter into the Contract.
3. In the event that the Organiser is acting as a consumer, the Contract constitutes a distance contract for the purposes of the Regulations. Participant UK will provide Participant UK Ltd Solution to the Organiser upon registration and by clicking the "Sign Up" button, the Organiser accepts that it will not be able to cancel the Contract during any "cooling off" period under the Regulations.
4. The Organiser is required to provide a username (being the Organiser's registration email address) and password to use Participant UK Ltd Solution to gain access to their Account. The Organiser must notify Participant UK immediately of any unauthorised use of its username or password, or of any breach of security known to it and change its password through the Account. Participant UK can require the Organiser to change its username and/or password for security reasons.
5. The Organiser is responsible to provide any user they add to their Account about Participant UK's Terms & Conditions as well as our [Privacy Policy](#). All users that have been given access to the Organisers Account are responsible to notify Participant UK immediately of any unauthorised use of their username or password, and/or of any breach of security, and change their password through the Account. Participant UK can, at its discretion, require the Organiser to change its username and/or password for security reasons.
6. The Organiser, and its users, must keep their password confidential. The Organiser, and its users, is responsible for all activities which occur under its username and password, save where such activities occur as a result of Participant UK negligence.
7. Following submission of the registration and verification of the Organiser's registration details provided in accordance with clause 4.1 below, Participant UK will provide the Organiser with access to the Account and web pages on which the Organiser's events are to be published. The Organiser will not be permitted to register any events on the Website until Participant UK accepts the registration by providing access to the Account.
8. If you have any questions in relation to these Conditions or Participant UK Ltd Solution, please contact Participant UK at hello@Participant.co.uk.

3. INTRODUCTION TO PARTICIPANT UK LTD SOLUTION

1. Participant UK Ltd Solution is an online event registration and payment service. By logging into the Account, the Organiser may register its events with Participant UK Ltd Solution and publish event information enabling their Customers to register and pay online. Participant UK Ltd Solution gives Organisers the ability to update event

information through the Account and access an up to date record of Customers who have registered to attend the event.

2. Customers register and pay any applicable fees and/or charges to attend an Organiser's event through the Website. Any applicable event fees and/or charges are determined by the Organiser. Participant UK arranges the collection of all fees and charges from Customers. All payments received from Customers are held in a "Settlement Account" on behalf of the Organiser until the funds are transferred to the Organiser's account (less any amounts Participant UK retains pursuant to clause 6 below).
3. By registering with the Website, the Organiser appoints Participant UK to register Customers onto events the Organiser publishes on the Website and accept payment from such Customers.
4. When a Customer successfully registers with the Organiser's event and (where applicable) payment is received, the Organiser enters into a legally binding contract with the Customer in respect of the event.

4. REGISTRATION

1. To use Participant UK Ltd Solution and any solutions operated by Participant UK Ltd, Organisers must provide the following details on registration:
 - the Organisation's name, registered address and company number (if applicable);
 - contact details (including telephone number and email address) for an individual at the Organiser who shall be Participant UK's primary point of contact;
 - contact details (including telephone number and email address) for the Organiser's accounts department and details of a relevant individual who shall be the primary point of contact for payment matters;
 - the Organiser's account details including details of a contact person at the account holding bank, for the transfer of payments from the Settlement Account into the Organiser's account;
 - If the club is not going to be using the Participant system to take payments for memberships and/or events then they do not need to enter their bank account details.
 - username and password details for the Organiser's Account.
2. The Organiser warrants that all information provided to Participant UK is and shall remain at all times accurate, complete and correct in all material respects and the Organiser shall promptly inform and update Participant UK in the event of any changes.
3. Participant UK shall be permitted to disclose any registration details to a payment solution partner appointed by Participant UK in connection with the Participant UK Ltd Solution. Please refer to our [Privacy Policy](#) for more information about how we process and store Personal Data, in relation to the above mentioned areas.

4. Prior to accepting the Organiser's registration to use Participant UK Ltd Solution, Participant UK and/or Participant UK Ltd's payment solution partner shall verify the bank account details provided by the Organiser. In the event that the Organiser wishes to change any account details, Participant UK Ltd and/or its payment solution provider shall be permitted to verify any such additional or updated details.
5. Please refer to our [Privacy Policy](#) for more information about how we process and store Personal Data, in relation to the above mentioned areas.

5. ORGANISER'S OBLIGATIONS

1. The registration details of Customers who have registered with the Organiser's event are accessible through the Organiser's Account. The Organiser shall be solely responsible for reviewing Customer details and any payments received from Participant UK. In the event that the Organiser reasonably considers a payment to be incorrect, it shall promptly inform Participant UK.
2. The Organiser acknowledges that it shall be the data controller in respect of personal data relating to Customers registered onto an organiser's event. The Organiser warrants that it shall comply with all of its obligations under The Data Protection Act 2018 including, without limitation, Regulation (EU) 2016/679 (GDPR) and any other law on personal data protection or later legislation that replaces these.
3. The Organiser acknowledges and agrees that it:
 - shall at all times use Participant UK Ltd Solution and deal with Customers in good faith and in accordance with The Data Protection Act 2018 including, without limitation, Regulation (EU) 2016/679 (GDPR) and any other law on personal data protection or later legislation that replaces these.
 - shall not use Participant UK Ltd Solution to organise events which would reasonably be considered to be illegal, or which would fall below reasonably accepted standards of decency;
 - shall not post or make available material on the Website which is illegal, offensive, defamatory, infringes the rights of any third party (including, without limitation, intellectual property rights and [privacy](#) rights) or constitutes a misrepresentation;
 - shall be responsible for all planning and running of events published on the Website including, without limitation, the distribution of any tickets for events, dealing with missing or lost tickets and responding to enquiries from Customers;
 - is responsible for any and all taxes applicable in respect of an event;
 - it shall enter into a legally binding agreement with a Customer when a Customer's registration for the Organiser's event is completed and in no circumstances will Participant UK Ltd enter into a legally binding agreement with any Customers in respect of an event.

4. If there is any change to an event (including, without limitation, a change to the date, time or location of the event) or the Organiser becomes aware of circumstances which means that a change to an event is reasonably likely, the Organiser shall promptly inform all Customers and Participant UK of such change or anticipated change.

6. FEES

1. An Organiser may at its option charge a Customer a fee to attend an event, including, by way of a Registration Fee.
2. Participant UK will charge a transaction fee of £0.83 + VAT per registration for events run through the Participant system. A 2.5% card processing fee applies for all online payments.
3. However, clubs are not liable for any fees associated with membership registrations or any other fees associated with the implementation, maintenance and hosting of the Snowsport England Participant UK system as these are covered by SSE.
4. Participant UK will provide 30 days' notice in the event of a price increase.
5. All fees are exclusive of VAT or any applicable taxes of any country.
6. All fees payable by the Organiser to Participant UK shall be deducted by Participant UK prior to the transfer of Customers' payments from the Settlement Account to the Organiser's account. To the extent that there are insufficient sums held in the Settlement Account, Participant UK shall be entitled to issue the Organiser an invoice in respect of any outstanding fees. All invoices shall be payable within 14 days of issue.
7. All outstanding fees shall be due immediately if the Contract is terminated by Participant UK for any reason.

7. PAYMENT

1. With exception to clause **7.3(c)**, Participant UK shall use reasonable endeavours to transfer funds held in the Organiser's Settlement Account to the Organiser, less any funds due to Participant UK, within 10 Working Days of Participant UK receiving payment in full from a Customer.
2. The Organiser shall promptly and in any event within 7 days of it becoming aware of any overpayment, reimburse Participant UK in respect of any funds paid in error including, without limitation, in the following circumstances:
 - the Organiser receives funds in excess of what it is entitled to in respect of Customer registrations;
 - Participant UK does not receive payment from the Customer in cleared funds; and (c) the Customer's payment transaction is cancelled or stopped for any reason (including, without limitation, as a result of a Chargeback or in the event that Participant UK Ltd's payment solution partner cancels a payment transaction).
3. Participant UK reserves the right to:

- limit the amount which a Participant can pay in a single transaction or a number of linked transactions;
 - restrict the methods by which Customers are able to pay for an event;
 - withhold any payment of funds in the Settlement Account where there has been an allegation of or reasonable grounds to suspect fraudulent activity;
 - withhold part of the payment due to the Organiser until completion of the event.
4. In the event of a Chargeback, it will be the sole decision of Participant UK to dispute the Chargeback. If the credit card company resolves the disputed Chargeback in favour of the Customer and invalidates a payment, Participant UK will not charge the Organiser a fee in respect of such Customer.

8. PROVISION OF PARTICIPANT UK LTD SOLUTION AND THE WEBSITE

1. Subject to the remainder of this clause 8, Participant UK Ltd Solution is available 24 hours a day, 7 days a week, subject to any maintenance requirements which affects the Website and/or Participant UK Ltd Solution or any part thereof.
2. Access to the Website and/or Participant UK Ltd Solution is on an "as is" basis and Participant UK gives no warranties, express, implied or statutory including but without limitation, the implied warranties of satisfactory quality or fitness for a particular purpose of the Website and/or Participant UK Ltd Solution or the availability of the Website and/or Participant UK Ltd Solution and Participant UK shall be under no liability for any downtime or malfunction of the Website. No warranty is given that the Website and its contents are free from infection by viruses or anything else which have or might have contaminating or destructive properties.
3. Participant UK reserves the right to:
 - block the Organiser's access to the Account and/or web pages if in the reasonable opinion of Participant UK, there is a risk that the Organiser is using or intends to use Participant UK Ltd Solution for any illegal purpose. Participant UK shall notify the Organiser by email in the event that its access to the Account is blocked;
 - make changes, additions or other alterations to the Website and/or Participant UK Ltd Solution; and
 - require the Organiser to remove content it publishes on or makes available through the Website where such content is in the opinion of Participant UK illegal, offensive, distasteful or otherwise unsuitable for the Website.

9. LIABILITY OF THE ORGANISER

1. The Organiser hereby agrees to indemnify and keep indemnified Participant UK against any and all actions, costs, claims, demands, damages, expenses (including legal fees), liabilities, losses and proceedings in connection with the Organiser's breach of the Conditions or any claim by a Customer including, without limitation, in the event of a Customer cancelling their attendance at an event, cancellation of an

event by the Organiser, dissatisfaction with an event or invalidation of a Customer's payment.

2. The Organiser shall be liable for any loss or damage resulting from any hardware, software, systems or network connections of the Organiser.

10. LIABILITY

1. The Organiser shall be liable for any loss or damage resulting from any hardware, software, systems or network connections of the Organiser.
 - The Organiser shall be liable for any loss or damage resulting from any hardware, software, systems or network connections of the Organiser.
 - for the acts or omissions of the Organiser and/or any third parties (including, without limitation, Customers); or
 - for any loss, damage, expenses or costs incurred by the Organiser as a result of any defects in or non-availability of the Website and/or Participant UK Ltd Solution.
2. Subject to clause 10.3, the maximum liability of Participant UK for all claims under this Contract shall not in aggregate exceed the fees paid to Participant UK and Participant UK will not be liable (i) in contract, tort (including, without limitation, negligence) or otherwise for:
 - any economic loss (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
 - any loss of goodwill or reputation; or
 - any special or indirect or consequential losses, howsoever arising and; in any case whether or not such losses were within the contemplation of either of the parties at the date on which the event giving rise to the loss occurred.
3. Nothing in the Conditions shall exclude or limit Participant UK's liability for death or personal injury resulting from its negligence or that of its servants, agents or employees, or any liability in the tort of deceit.

11. FORCE MAJEURE

1. Participant UK shall not be liable to the Organiser or be deemed to be in breach of the Conditions by reason of any delay in performing, or any failure to perform, any of Participant UK's obligations in relation to the provision of Participant UK Ltd Solution if the delay or failure was due to an act of force majeure beyond the reasonable control of Participant UK including, without limitation, act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorism, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; strikes, lock-outs or other industrial actions or trade disputes; power failure or breakdown in hardware.

12. INTELLECTUAL PROPERTY

1. The names, images, pictures, logos and icons identifying Participant UK and/or the Participant UK Ltd Solution are, unless otherwise stated, the intellectual property of Participant UK.
2. All intellectual property rights in the design, content and arrangement of the Website (including its text and graphics, all software compilations or underlying source code, and all other material on the Website) are reserved by Participant UK or its content and/or technology providers.
3. The Organiser may not use any materials contained on the Website for any purpose other than as reasonably required for the organising of events through Participant UK Solution and taking a copy of these Conditions which must be used strictly for the Organiser's own record. The Organiser may use Participant UK's name in such form as it appears on the Website only for the purposes of indicating to potential Customers where they are able to register for an event.
4. The Organiser **shall not** procure that any other person creates a database in any form by regularly or systematically copying, downloading or storing all or any part of the Website including, without limitation, the Organiser's web pages, and no part of the Website may be reproduced or transmitted to or stored in any other website or disseminated in any form.
5. In respect of any material or information on the Website published or provided by the Organiser in any form, the Organiser warrants that it owns all rights in and to such material or information and hereby grants to Participant UK a royalty-free, perpetual and irrevocable, worldwide licence to use such material or information.

13. TERM AND TERMINATION

1. This Contract shall commence on the date on which the Organiser is registered to use Participant UK Ltd Solution and shall continue for the duration of the Organiser's requirements (unless other contracts / agreement states differently) in writing or, in the case of the Organiser, the Organiser cancels its registration with the Website and/or Participant UK Ltd Solution.
2. Participant UK may, without prejudice to any rights or remedies which it may have against the Organiser terminate the Contract if the Organiser:
 - commits a material breach of the Conditions which is not capable of remedy; or
 - commits a material breach of the Conditions which is capable of remedy but which has not been remedied within a period of 5 (five) days following receipt of written notice to do so; or
 - enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of its undertaking or assets; or
 - ceases or threatens to cease to carry on its business; or

- (if the Organiser or an individual) is made bankrupt.
3. Upon termination of the Contract, the Organiser shall cease all use of Participant UK Ltd Solution and Participant UK shall transfer any outstanding sums held in the Organiser's Settlement Account due to the Organiser, less any fees Participant UK is entitled to receive under these Conditions.

14. DATA PROTECTION

1. Personal information provided through Participant UK Ltd Solution (and including all solutions operated by Participant UK) shall be processed in accordance with Participant UK's [Privacy Policy](#), a copy of which is available on the Website and includes information on the use of cookies.
2. Participant UK follows a "co-ownership model" with respect to Customer Information (as defined below). This means that all Customer Information inputted by a Customer on event pages posted by an Organiser on Participant UK Ltd Solution and/or Website will be shared with the applicable Organiser and may also be used by Participant UK, including marketing or promotion of other events or services that may be of interest to the applicable customers, but only in accordance with our [Privacy Policy](#). Note that Payment Data (as defined below) will not be shared with Organisers. Each Customer acknowledges and agrees to this sharing and understands and agrees that each Organiser is solely responsible for the use of Customer Information that was provided to such Organiser through the Participant UK Ltd Solution and that Participant UK is responsible only for its own use of Customer Information. Each Organiser represents, warrants and agrees that (a) it will at all times comply with The Data Protection Act 2018 including, without limitation, Regulation (EU) 2016/679 (GDPR) and any other law on personal data protection or later legislation that replaces these with respect to Customer Information; (b) it will at all times comply with any applicable policies (including [Privacy Policy](#)) posted on the Participant UK Ltd Solution with respect to Customer Information; and (c) upon a request of a given Customer or as permitted is authorised at its discretion to delete or anonymise Customer Information of a requesting Customer from the Participant UK Ltd Solution at which time it will no longer be available to the Organiser through the Participant UK Ltd Solution or will no longer be linked to an identifiable Customer through the Participant UK Ltd Solution. However, Customers should note that Customer Information may still be available in the Organiser's own databases if transmitted prior to Participant UK receiving the underlying request. For purposes of this Section, "Customer Information" means information about a given individual made available on or through any of the Participant UK Ltd Solution, including, without limitation, name, address, e-mail address, past event attendance, event interests and phone numbers, but excluding Payment Data.
3. The Organiser warrants and undertakes that it has obtained all necessary consents from individuals to enable Participant UK to process personal data for the purposes of providing Participant UK Ltd Solution.

4. Please read our [Privacy Policy](#) for more information on how Participant UK process and uses Personal Data as well as your rights to manage and control Personal Data collected through any of our Solutions and/or Apps.

15. ASSIGNMENT

1. The Organiser shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
2. Participant UK may assign or subcontract the performance of some of its obligations under the Contract, including but without limitation, the provision of Participant UK Ltd Solutions.

16. NOTICES

1. Notices shall be deemed to be served on transmission when transmitted by email. The Organiser's email address shall be its log in username. Participant UK shall notify the Organiser of a change of its address on the "contacts" page of the Website which the Organiser should check before attempting to contact Participant UK.

17. VARIATION

1. Participant UK reserves the right to vary these Conditions with 30 days' notice.

18. NO WAIVER

1. No waiver by Participant UK of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

19. 19. NO PARTNERSHIP OR JOINT VENTURE

1. Nothing in the Contract shall constitute or be construed as constituting a partnership or joint venture between the Organiser and Participant UK or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

1. An entity which is not expressly a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.

21. SEVERABILITY

1. If any provision of these Conditions is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the remainder of these Conditions and the Contract shall continue in full force and effect.

22. ENTIRE AGREEMENT

1. These Conditions represent the entire agreement between the parties relating to the provision of Participant UK Ltd Solution and supersedes all prior agreements, arrangements and undertakings between the parties relating to Participant UK Ltd Solution and the Organiser agrees that it will have no remedy in respect of any

untrue representation innocently or negligently made by or on behalf of Participant UK prior to entering into the Contract which the Organiser relied upon in entering into the Contract whether such representation was made orally or in writing. Nothing in these Conditions shall exclude or limit Participant UK's liability for fraudulent misrepresentation.

23. GOVERNING LAW

1. This Contract shall be governed by and construed in accordance with the laws of England and Wales, and the Organiser agrees to submit to the exclusive jurisdiction of the English courts.

24. TELEPHONE CALLS

1. It is Participant UK's policy to advise Organisers that telephone calls may be recorded for the purposes of Participant UK's internal training.

25. CONTACT

1. Please direct any enquiries regarding the Website or Participant UK Ltd Solution to hello@Participant.co.uk. If you have any queries relating to how we process and use Personal Data as well as how you can control and manage this, please read our [Privacy Policy](#) or email us on datacontroller@participant.co.uk.