Terms and conditions

Breast Cancer Now is a working name of Breast Cancer Care and Breast Cancer Now, a charity registered in England and Wales (1160558) and Scotland (SC045584), and a business name of the registered charity in the Isle of Man (1200). In these terms and conditions, all references to “Breast Cancer Now” refer to the charity whose details are set out above.

These terms and conditions apply to your participation in the Breast Cancer Now Trek Ben Nevis in 2020 and for all associated transactions. By raising funds for Breast Cancer Now in connection with Breast Cancer Now Trek Ben Nevis 2020, you agree to abide by the following terms and conditions.

The event

Trek Ben Nevis is open to both women and men. The minimum age to take part is 16 years old. Participants aged under 18 must be accompanied by a responsible adult who is also registered to the event.

To participate in Trek Ben Nevis participants must raise a minimum of £500 in addition to paying the non-refundable £50 entry fee (unless a special offer applies to discount this entry fee).

Registrations cannot be transferred to another person, and it is not possible to register on the day of the event.

Your fundraising

Participants are liable to pay trip costs of £300 if they cancel after Friday 21 August 2020 or do not meet the final fundraising deadline of 4 November 2020.

A minimum of £350 in addition to the entry fee must be received on or before 21 August 2020 in order for participants to be allowed to take part in the event. A minimum of £500 in addition to the entry fee must be received on or before Friday 4 November 2020. For the avoidance of doubt, the £500 minimum figure does not include Gift Aid.

All participants have a legal responsibility to ensure that all money received for Trek Ben Nevis are paid to Breast Cancer Now. Money raised in relation to Trek Ben Nevis cannot be used to pay for expenses.

You must make clear to people that where people donate to sponsor you, these donations are not made conditional on your participation in the event, and that the donations will not be returned to the donor if the event is cancelled or modified, or if you do not complete the event.

All of your fundraising activities must abide by the Fundraising Regulator’s Code of Fundraising Practice, and the guidelines based on them below:

I will:
1. Use my best endeavours to raise money for Breast Cancer Now, and not do anything to bring Breast Cancer Now into disrepute.
2. I shall pass 100% of all fundraising solely to Breast Cancer Now.
3. Obtain and pay to Breast Cancer Now all money raised by Friday 4 November 2020.
4. Ensure that all materials include the text ‘Breast Cancer Now is a company limited by guarantee registered in England (9347608) and a charity registered in England and Wales (1160558), Scotland (SC045584) and Isle of Man (1200).’ and the ‘in aid of Breast Cancer Now’ logo.
5. Ensure press template provided by Breast Cancer Now is used when approaching any companies, press or celebrities to support my event.
6. Not align my fundraising to any political party or candidate.
7. Not carry out house-to-house collections.
8. Not collect in any public place without first obtaining a collector’s licence from the appropriate local authority (usually the police or the council).

9. Not collect on private property (including shops, pubs etc.) without first obtaining the permission of the owner.

10. Not replicate or reproduce any Breast Cancer Now merchandise.

11. Not resell or offer for auction any Breast Cancer Now merchandise without Breast Cancer Now’s express permission.

12. Make sure my fundraising event, and any third parties involved, are fully insured as necessary and if required, and will not take unnecessary personal risks.

13. Acknowledge that Breast Cancer Now cannot take responsibility for any losses made through my event or any liability arising from or otherwise connected to my event.

14. Return any unused fundraising materials that I will not require in the future to Breast Cancer Now.

15. Inform Breast Cancer Now at the earliest possible opportunity if I have to withdraw from or cancel my event due to injury or any other circumstances.

I understand that if Breast Cancer Now reasonably believes that any of my activities could harm the charity’s reputation or its beneficiaries, they may ask me to stop my activities and stop raising funds for the charity. I agree to comply with the charity’s requests in those circumstances.

Health and safety

Due to the nature of the outdoor activities that constitute Trek Ben Nevis a certain element of risk is inherent in participation. Breast Cancer Now will be organising this event following best practice guidelines and health and safety standards. Participants enter the Trek Ben Nevis at their own risk and Breast Cancer Now and associated companies shall not be liable for any injury or loss to any participants, or their property, that may occur as a result of their participation in the Trek Ben Nevis event, other than where such injury or loss is a result of Breast Cancer Now’s negligence.

Breast Cancer Now takes all reasonable steps to minimise the risk of injury to participants during fundraising events. There is a stringent risk assessment process in place for each event which aims to minimise the risk to everyone taking part. By taking part in this event, all participants acknowledge that there may be conditions or circumstances beyond the control of Breast Cancer Now that can lead to unforeseen risks. If you have any concerns or queries please contact us before agreeing to take part in this event.

All spectators at the Trek Ben Nevis event do so entirely at their own risk and Breast Cancer Now shall not be liable for any injury or loss that might occur as a result of their attendance other than where such injury or loss is a result of Breast Cancer Now’s negligence.

The Breast Cancer Now staff team reserve the right to refuse any participant and/or team on the day of the event where they reasonably believe their presence may have a detrimental effect on the quality or safety of the event.

Participants are responsible for their own medical condition(s). Participants that are in any doubt about their fitness must seek the advice of a doctor before signing up to the event. Should a participant become concerned about their health or fitness after signing up to the event, but before participating in it, they must contact a doctor to ensure that it is still appropriate to take part in the event. Any relevant medical conditions, illnesses or disabilities must be disclosed to Breast Cancer Now at the time of booking, and anytime thereafter if their situation changes.

Participants are responsible for arranging their own travel and medical insurance to cover them for the duration of this event.

The routes and finishing
Breast Cancer Now will provide participants with a training plan for the event. It is the participants’ responsibility to ensure that they are physically prepared to trek 6-12 hours in a mountainous area, often over difficult terrain and in variable weather.

Breast Cancer Now will provide a recommended kit list for the event. It is the participant’s responsibility to have the appropriate clothing to keep them warm and comfortable during the challenge. Should the Breast Cancer Now staff team deem a participant’s clothing inadequate or unsafe given the weather forecast and inclement conditions, they reserve the right to refuse participation in the event.

Breast Cancer Now and associated partners reserve the right to cancel or change the route for safety reasons should climatic or any other unforeseen circumstances deem this necessary. The cut off time for summiting is based around day light hours and the weather. It is in place for the safety of the group as a whole. This decision is entirely at the Breast Cancer Now staff team’s discretion on the day.

Any participant who has not finished the event within the allotted time but who chooses to continue walking does so at their own risk with the acknowledgement and understanding that they are no longer considered a participant of the event, and as such are not eligible to any event resources (including, but not limited to, snack stations, suppliers, venues, refreshments, course direction/support, personnel etc.), and that they absolve Breast Cancer Now of all and any responsibility.

Dogs are not permitted on the event.

Your obligations and limitations

Participants must agree to abide by the decision of Breast Cancer Now staff and associated partners. Any participant who acts against the reasonable requests of our staff is no longer deemed part of the event and falls outside the realm of responsibility of the event staff.

Participants should abide by the Scottish Outdoor Access code and the Highway Code.

Breast Cancer Now asks all participants along with their supporters to be respectful of local residents whilst out on the route and not to make any excessive noise. Breast Cancer Now respectfully asks all participants and their supporters to use the litter and recycling facilities available within the venue and around the route. Please respect the communities you are walking through and do not drop litter but carry it with you until you can dispose of it responsibly.

Breast Cancer Now operates a no smoking policy at events, and respectfully asks all participants along with their supporters to refrain from smoking at the event.

Breast Cancer Now respectfully asks all participants along with their supporters not to use aggressive or abusive language towards our organisers and volunteers.

Trek Ben Nevis is a non-competitive trek, and participants are reminded that running is not allowed. Staff have been instructed to prohibit any runners from taking part in the event. Event logistics cater for participants moving at a walking pace and, if running, you acknowledge and accept that event infrastructure may not be set up ahead of you (including, but not limited to, snack stations, suppliers, access to the finish venue, refreshments, course direction/support, guides etc.). If you do run then you will not be considered an official participant of the event, and as such you will not be eligible to use any event resources. You understand that you absolve Breast Cancer Now of any/all responsibility if you choose to run, and that you progress entirely at your own risk.

Stocks of Breast Cancer Now’s T-shirts are limited. In the event that the size requested by a participant is not available an alternative size will be provided, based on availability.

How we use your information
All personal data will be handled in accordance with the terms of the Data Protection Act 2018.

In the case of an emergency, Breast Cancer Now may pass personal details provided by each participant to the emergency services, health care professionals and for the purposes of contacting individuals’ emergency contact(s).

First aid facilities will be provided at the Trek Ben Nevis event. Participants consent to their details, which may be obtained by medical providers should participants be treated by them at an event, being passed to Breast Cancer Now. Breast Cancer Now shall only use these details for administration and health and safety purposes and to fulfil its legal obligations. All medical details will be securely held by Breast Cancer Now.

By taking part in a Breast Cancer Now event, you give permission for the free use of your first name, picture, image, feedback and comments in any future publicity, advertising, fundraising materials and / or promotion conducted by Breast Cancer Now.