

Terms and Conditions for Event Bookings

1. Definitions

1.1 In these Terms and Conditions (Terms)

“Event” means the Events offered on our site which have been organised by CANCER NINJAS.

2. Acceptance of terms and conditions

2.1 We operate the website www.cancerninjas.com (our site). We are CANCER NINJAS, a fundraising initiative for our supported charities and having its address at The Old Star, Church Street, Princes Risborough, Buckinghamshire, HP27 9AA

2.2 These Terms (together with CANCER NINJAS **Privacy Statement, Website Terms of Use, Acceptable Use Policy and Cookie Policy**) give you information about us and the legal terms and conditions on which we provide or support any of the events (Events) listed on our site.

2.3 These Terms will apply to any Event on our site. By using our site, you are subject to the Terms as laid out here, those referred to in clause 2.2 and any applicable laws. Use of our site includes accessing, browsing or registering to use our site. By using our site, you confirm that you accept these Terms and that you agree to comply with them and not to facilitate infringement of them. Please read these Terms carefully and make sure that you understand them before joining any Events on our site. If you refuse to accept these Terms, you will not be able to join or support any such Events.

2.4 You should print a copy of these Terms or save them to your computer for future reference.

3. How to contact us

3.1 When we refer, in these Terms, to “in writing”, this will include e-mail.

3.2 If you wish to contact us for any other reason, please send an email to hello@cancerninjas.com

3.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

4. Changes to terms and conditions

4.1 We reserve the right to change these Terms with or without your notice at our own discretion. Any changes will be effective at the point at which they are visible on our site. Any use of our site or information of Events by us after a change has occurred is subject to such new Terms. Please check this page from time to time to take notice of any changes we have made, as they are binding on you.

5. How we use your personal information

5.1 We will only use your personal information to process donations, joining and interest in events in accordance with our **Privacy Statement**.

5.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

5.3 Please take the time to read our **Privacy Statement**, as it includes important terms which apply to you.

6. Booking

6.1 For current Event fees where applicable and dates, please refer to our Website.

6.2 Before booking a Event, please ensure you have read the Event content, to ensure the Event will meet your needs.

6.3 Upon receipt of your full payment of the Event fee, CANCER NINJAS will confirm your place on the Event(s) by email. This confirmation constitutes CANCER NINJAS acceptance of your booking and forms a legally binding contract between us on these Terms. Any term sought to be imposed by you in any correspondence will not form part of this contract.

7. Invoicing and payment

7.1 Event fees are payable upon booking.

7.2 Receipts will be emailed to the email address provided on your account profile. 7.3

7.3 If any amount properly due to CANCER NINJAS under or in connection with these Terms remains outstanding beyond the Due Date, CANCER NINJAS may cancel your place on the Event. There will be no entitlement to refund of partial fees paid.

8. Event provision

Accommodation and travel are the responsibility of the supporter and are not provided by CANCER NINJAS.

9. Event attendance and certification

9.1 Event attendees will receive joining instructions via email to the email address provided on the registration form.

9.2 If someone other than the Event attendee completes the registration form, it is the responsibility of the individual completing the booking form to ensure that the Event attendee receives the joining instructions.

9.3 If the joining instructions are not received, it is the responsibility of the individual who completed the registration form to contact CANCER NINJAS to arrange for them to be reissued.

9.4 Failure to attend the Event will result in the Event attendee incurring the full Event fee.

9.5 CANCER NINJAS reserves the right to alter the content and details of the Event without notice.

9.6 CANCER NINJAS will send all correspondence primarily via email to the email address provided on the registration form. If alternative details are received after the booking form has been submitted, they will supersede the original details and all future correspondence will be sent to the new address.

10. Cancellations and transfers

10.1 All requests to cancel or transfer a place on an Event should be sent to hello@cancerninjas.com

10.3 Any refund payable will be made by the method you used for payment within 14 days of CANCER NINJAS's receipt of the cancellation email.

10.9 CANCER NINJAS reserves the right to cancel or postpone an Event without limitation. In these circumstances, CANCER NINJAS will endeavour to inform all Event attendees at least one week before the Event date, though please be aware that this will not always be possible. All Event fees paid will be reimbursed in full, or the full payment will be transferred to another CANCER NINJAS Event. CANCER NINJAS shall not accept liability for any consequential losses and shall have full discretion in deciding whether to reimburse any other costs that may have been incurred by the Event attendee, including without limitation transport costs, accommodation etc.

11. Our liability

11.1 These Terms together with CANCER NINJAS's **Privacy Statement, Website Terms of Use, Acceptable Use Policy and Cookie Policy** constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

11.2 Nothing in these Terms shall limit or exclude CANCER NINJAS's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of any terms implied by The Consumer Rights Act 2015 or any other liability which cannot be limited or excluded by applicable law.

11.3 If we fail to comply with these Terms, we may be responsible for loss or damage you suffer that is a foreseeable result of our breaking any of these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. In any event our liability to you shall be limited to the sum of £100.

11.4 Subject to clause 11.2, CANCER NINJAS shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with any Event for:

- (a) any indirect or consequential loss; or
- 11.5 loss of use or corruption of software, data or information.

12. Force Majeure

12.1 We will not be liable or responsible for the cancellation or delay in any Event caused by any act or event beyond our reasonable control which includes, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. If such an event takes place and affects our ability to provide an Event we will contact you as soon as reasonably possible to notify you.

13. Other important terms

13.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

13.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

13.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

13.5 If we fail to insist immediately that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.6 These Terms are governed by English law. This means any dispute or claim arising out of or in connection with an Event booked or supported on our site will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland

you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

14. Entire agreement

14.1 These Terms, together with the current Event information and details and CANCER NINJAS contact details, set out the whole of our agreement relating to the supply or promotion of the Event and associated materials and services to you by CANCER NINJAS. These Terms cannot be varied except in writing signed by CANCER NINJAS. In particular, no terms and conditions incorporated within your purchase order and nothing said by any person on behalf of CANCER NINJAS should be understood as a variation of these Terms or as an authorised representation about the nature or quality of any goods, events or services offered for sale by CANCER NINJAS. CANCER NINJAS shall have no liability for any such representation being untrue or misleading.

15. Contact details

All correspondence or queries associated with these Terms should be directed to our address as laid out in Clause 2.1 (The Old Star, Church Street, Princes Risborough, Buckinghamshire, HP27 9AA) or to hello@cancerninjas.com.