



WELSH ATHLETICS  
ATHLETAU CYMRU

## Race Director Fact Sheet: Number 5

### Refund and Cancellation Policy & Consumer Contracts Regulations.

Every event should ensure that entrants have to sign up to terms and conditions which set out the terms which apply to the event.

Ideally these conditions should cover such topics as Data Protection, Liability, right to make changes to the event, right to refuse entry, authority to use images and any restrictions (e.g. no wheeled vehicles, no pets, age limits etc).

One area to which particular attention should be given is to the inclusion of an event's refund and cancellation policy. Any contract term which says that no refunds will be made in the event that the organiser cancels the event is likely to be void under The Consumer Rights Act 2015, as the courts would probably say that this eventuality could be covered by insurance. Organisers might wish to encourage runners not to seek a refund by offering carry-overs or discounts for future events but if they make this compulsory rather than a refund it is likely to be ineffective for the reason stated.

In any event, the terms should ensure that the organiser has no liability beyond making a refund and in particular will want to exclude liability for any loss of travel or accommodation costs that the runner may incur.

Organisers will want to take their own legal advice but a sample of a standard refund and cancellation policy is set out below:-

*Entries cannot be exchanged or refunded after purchase unless the event is cancelled. If we cancel the event (for any reason) you will receive a refund of the entry fee.*

*Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk. Liability for the cancellation or rescheduling of an Event will be limited to the refund as set out in these terms and conditions.*

*We will not be responsible for any loss, theft or damage of your personal belongings, other than caused as a result of our negligence or other breach of statutory duty*

### Consumer Contracts

Q. In our terms we state no exchange of race numbers, no refund or carry forward of entry fees. How does this fit in with Consumer Contracts Regulations 2013 and Consumer Contracts (Amendments) Regulations 2015? "Refunds should be made due to the fourteen days (Consumer Contracts Regulations) period".

A. The Consumer Contracts requirements, such as the right to cancel, do not apply to contracts for the provision of leisure services (such as sporting events) where you agree to provide the service on a specific date or within a specific period. Therefore, the terms and conditions can refuse refunds and cancellation of entry fees without breaching these requirements. Obviously, you can choose to add these in if you wanted. However, refunds must be offered on sale of merchandise and other services which are not date specific.

