

## SiEntries Website Terms of Use

### Information about us

[SiEntries.co.uk](https://www.sientries.co.uk) is a site operated by SiEntries Limited ("We"). We are registered in England and Wales under company number 9997358 and our registered office is at Sleagill Head Farm, Sleagill, Penrith, Cumbria, CA10 3HD which is also our main trading address. Our VAT number is GB 233 4853 11.

### Terms of website use

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [sientries.co.uk](https://www.sientries.co.uk) (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

We are SiEntries which is a trading name and registered trademark of SiEntries Limited.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

### Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us;
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

### Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

# SiEntries Online Entries System

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in the terms and conditions of Event, Membership or Purchase Organisation, as the case may be.

## **Applicable law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to 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 resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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## Contact Details

For all Entry, Membership or Purchase related enquiries please contact the Event, Membership or Purchase Organisation - their contact details are displayed on the Event / Membership / Purchase introduction page of our site.

For all other enquiries please email us at [admin@sientries.co.uk](mailto:admin@sientries.co.uk).

## Registering Details

You must be at least 13 years old to register for SiEntries and must be 18 or over to actually make and pay for activities and purchases. You may only use the system for entering your own details and for those of other friends, family and club mates who have granted you their permission to do so. If entering a person under 18 years of age you must obtain permission from the parent or legal guardian of the person you are entering. By entering details on behalf of other persons you confirm that you have obtained their consent for you to do so. An email will be sent to all such persons informing them, among other matters, that you have registered them with SiEntries and linking to it these Terms of Use and our Privacy Policy. The email will also inform such persons of the steps they will need to take if they do not wish to be registered with SiEntries.

## Sharing Social Media Links

Once registered with SiEntries you will have the option to associate your SiEntries account with any Facebook, Twitter or other selected social media accounts you have. If you choose to use this option then links to your social media accounts may be shown on any SiEntries entry lists and may also be passed on to any results providers for display on any Event results.

## Data Protection

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you;
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests;
- Where we need to comply with a legal or regulatory obligation we are subject to.

In certain circumstances we may pass on your data to third parties. We require all third parties to whom we disclose your data in accordance with the [Privacy Policy](#) to respect the security of your personal data and to treat it in accordance with the law.

For further information about how we process personal data and the circumstances in which information may be passed to third parties, please refer to our [Privacy Policy](#).

## Entering an Event, applying for Membership or making Purchases

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When entering an event advertised on SiEntries (**Event and Entry shall be read accordingly**), applying for a membership of an organisation (**Membership**) or making a purchase of goods or services (**Purchase**) we ask for each person's name, date of birth, gender and for any other details required by the relevant organisation (**Organisation**) holding the Event, offering the Membership or goods for Purchase, as applicable.

When entering Events, applying for Membership or Purchasing goods on behalf of other people you must obtain their permission to provide SiEntries with this personal data before entering them. You must also ensure that they have been made aware of and read any Event / Membership / Purchase disclaimer or information (including these terms and conditions) displayed or referred to on SiEntries and that they have agreed that you can accept it on their behalf. By entering details on behalf of other persons you confirm that you have obtained their consent for you to do so. An email will be sent to all such persons informing them that you have entered them for an Event, applied for a Membership or Purchased goods on their behalf and linking to it the terms and conditions for the Event, Membership or Purchase, in each case as applicable. The email will also link to these terms and conditions of use and our Privacy Policy. The email will also inform such persons of the steps they will need to take if they do not wish to enter the Event, apply for Membership or have goods purchased on their behalf.

When a registration is complete and an Entry / Membership / Purchase has been completed for the registered person, you may amend a married name or correct a spelling mistake, amend postal/email address and phone numbers. However, you may not change the identity of the person registered with SiEntries as a mechanism to substitute a new participant for a participant already entered. Any Entry / Membership / Purchase for a person whose identity has been changed will be cancelled and the transaction fee is forfeit.

## **Event requirements and terms and conditions**

By registering for an Event using SiEntries you are confirming that you and any people you have entered on their behalf have read and agree to any Event requirements and/or terms and conditions in respect of the Event and which are contained on the Event Organisation's pages or referred to therein. If you have any questions regarding these requirements or terms and conditions, please contact the Event Organisation.

## **Membership requirements and terms and conditions**

By applying for Membership using SiEntries you are confirming that you and any people you have applied for on their behalf have read and agree to any Membership requirements and/or terms and conditions in respect of the Membership and which are contained on the relevant Organisation's pages or referred to therein. If you have any questions regarding these requirements or terms and conditions, please contact the Membership secretary of the relevant Organisation.

## **Purchase requirements and terms and conditions**

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By Purchasing goods using SiEntries you are confirming that you and any people you have made a purchase for on their behalf have read and agree to any purchase requirements and/or terms and conditions in respect of the Purchase and which are contained on the relevant Organisation's pages or referred to therein. If you have any questions regarding these requirements or terms and conditions, please contact the relevant Organisation.

## Receiving Emails

To register for SiEntries you must provide a valid email address so we can send you confirmation of your registration and of any Entries, Memberships or Purchases you make. If you have a Spam Filter enabled for your email account please make sure that our domain name of sientries.co.uk is set as a valid sender so that these emails do not get blocked.

The email address supplied (and any email addresses given when registering / entering other people) may be used by the Event, Membership or Purchase Organisation to send out additional information, marketing or promotional material about the Events you enter, Membership you join or Purchases you make. It may also be used by them for up to three months after the Event ends, Membership expires or Purchase is made to send follow-up information about the Event / Membership / Purchase and marketing or promotional material for other events, memberships, purchases or services they provide.

After three months post-Event or three months after Membership has ended or three months after a Purchase has been made organisations will only be able to contact you if you have explicitly opted into their own mailing list.

## Receiving SMS Messages

If you provide us with a mobile telephone number then that number (and any mobile numbers given when registering / entering other people) may be used by the Event Organisation to send SMS messages containing additional information about the Event for 7 days either side of an Event taking place. This is to allow Organisations to send out emergency or other last-minute changes to you which might not be picked up by email in time.

## Currency of Purchase

All transactions will be conducted in the appropriate currency for the Event, Membership or Purchase - Pounds Sterling or Euros. This currency will be stated on the Event / Membership / Purchase introduction page. An invoice will not be supplied with the confirmation of your Entry / Membership / Purchase, although a confirmation email will be sent to the registered email address.

## Liability as Agent

SiEntries act as an agent for the Event / Membership / Purchase Organisations for the purpose only of taking online Entries, Memberships and Purchases for them and selling related goods as the agent of such persons. SiEntries shall not be liable for any injury or loss to the participant / applicant relating

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(directly or indirectly) to (i) the conduct, organisation, delivery or operation of the Event or (ii) Membership of the Membership Organisation in any way whatsoever.

SiEntries does not give any warranty (express or implied) with regard to the conduct of any Event or relating to any Membership or Purchase.

## Event Cancellation or Change of Event Date

If for any reason an Event is cancelled or the date has to be changed, please review the specific Event details, rules and terms & conditions which have been documented by the Event Organisation. If a refund is appropriate, the participant should contact the Event Organisation.

SiEntries is not liable to make any refunds in such situations and such liability rests with the Event Organisation.

## Withdrawing your Event Entry

Once you have entered an event you have no statutory right to cancel and each Event has its own withdrawals or cancellation policy. If on withdrawal from an Event a refund is appropriate, the participant should contact the Event Organisation directly.

## Cancelling your Membership

You have a statutory right to cancel your Membership including any donation within 14 calendar days of your application for Membership being confirmed as accepted and by emailing us at [admin@sientries.co.uk](mailto:admin@sientries.co.uk). If you so cancel all payments will be reimbursed to you.

## Cancelling of Goods or Services Purchased

You have a statutory right to cancel the purchase of any goods or services through SiEntries within 14 calendar days of your purchase by emailing us at [admin@sientries.co.uk](mailto:admin@sientries.co.uk).

## Donations

For some Events / Memberships / Purchases you will be able to make a voluntary donation to an organisation, charity or other cause supported by the relevant Organisation. If you choose to make a donation SiEntries will retain a portion of the amount of the relevant fees plus the amount donated (maximum of 5% subject to a minimum overall charge of £1) to cover the credit / debit card handling fee and administration costs. The remainder of the donation will be passed onto the Event / Membership / Purchase Organisation for them to distribute to the charity or other cause. SiEntries takes no responsibility for overseeing the distribution of any donations made - this is solely the responsibility of the Event / Membership / Purchase Organisation.

Once you have made a voluntary donation it will not be possible to come back to SiEntries and lower or remove the donated amount as it may have already been passed onto the Event / Membership / Purchase Organisation.

## Direct Debits

Some Memberships allow payment of membership fees by direct debit. If you choose to pay by direct debit you will be asked to set up a direct debit instruction in favour of SiEntries Limited and not with the Membership Organisation. You have the right to cancel your direct debit instruction at any time by informing SiEntries in writing of your desire to cancel. All direct debit payments are covered by the Direct Debit Guarantee. SiEntries Limited is registered with BACS under Service User Number 290843.

## Changes to our site

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## Accessing our site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [admin@sientries.co.uk](mailto:admin@sientries.co.uk).

## **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **No reliance on information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

## **Linking to our site**

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact us.



## **Third party links and resources in our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.