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## **Jessie's Fund Sponsored Bike Rides – Terms and Conditions**

### **Definitions**

- 1.1. "Participant" The individual who will take part in the Jessie's Fund Bike Ride and fundraise on behalf of Jessie's Fund.
- 1.2. "You" Refers to the participant registered for an event.
- 1.3. "The Charity" refers to Jessie's Fund.
- 1.4. "Jessie's Fund" refers to Jessie's Fund, Registered Charity No. 1045731 15 Priory Street York YO1 6ET United Kingdom
- 1.5. "Registration fee" is the fee paid by way of a deposit when registering for this event.
- 1.6. "Event" – this challenge event, provided by Jessie's Fund and undertaken by the participant.

### **2. Registration**

- 2.1. Official registration with Jessie's Fund is only completed once the registration form has been completed on-line and the relevant registration fee submitted. The following terms and conditions are agreed on the presumption that both of these have been fulfilled.
- 2.2. The participant must be aged 18 or over by the (departure) date of the chosen event to participate.
- 2.3. Due to the immigration restrictions enforced by certain countries, the participant accepts that Jessie's Fund cannot take responsibility for the potential denial of any visa applications/entry to a particular country during an international fundraising event.
- 2.4. The participant accepts that part of the registration fee (£5) will be used to cover administrative costs incurred by the charity when participants pay via Paypal, and is non-refundable.

2.5. Whilst the participants are covered under Public Liability for the duration of the Event, it is recommended that all participants have their own travel insurance which should provide adequate cover for this event.

### **3. Cancellation**

3.1. The participant has the right to cancel their registration and receive a refund of the registration fee up to 7 working days from the date of registration, as covered by UK Distance Selling Regulations. Requests to cancel registration should be made in writing to the charity.

3.2. Should the participant, for whatever reason, not take part in the event, all monies collected should be forwarded to Jessie's Fund or returned to donors. Any money already submitted to Jessie's Fund prior to the decision not to take part in an event will not be returned.

3.3. If the charity cancels the event for reasons not covered in clause 9.1, no funds raised can be refunded to the participant, but the registration fee can be returned upon request.

### **4. Liability**

4.1. To comply with our Public Liability provider, Jessie's Fund has had a risk assessment document created as participation in this event may involve an element of personal risk/potential hazard. We cannot be responsible for damage, illness or injury sustained during or resulting from participation in this event.

4.2. During this fundraising event, the participant must be covered by comprehensive insurance for health, accident and loss. Jessie's Fund cannot be held liable for the loss, wear and tear, or damage to any personal items during a fundraising event. This includes loss, wear and tear or damage to a participant's bicycle.

### **5. Disclosure**

5.1. The charity and any contracted tour operators cannot accept responsibility for any issues arising from a medical issue which the participant has failed to disclose. By completing the registration form, the participant declares that they will be fit and healthy enough in order to undertake the event.

### **6. Health and safety**

6.1. The participant accepts that this event may go through rural countryside, and that emergency medical care may not be within easy reach from the event location. The charity will endeavour to ensure appropriate steps are taken to minimize risk, and ensure that qualified first aid personnel are on-hand whenever possible.

6.2. For the safety of the event and all participants, the charity reserves the right to prevent or curtail a participant's involvement in an event.

## **7. Participant conduct**

7.1. Whilst taking part in this fundraising event, the participant accepts that they will be perceived as representatives of the charity and agree to adhere to all local laws and regulations regarding behaviour.

7.2. Jessie's Fund will not be involved with or associated with unlawful behaviour. Any participant found to be engaging in unlawful or immoral behaviour may be removed from the fundraising event without recourse.

7.3. All participants agree that they must work within UK laws and regulations of fundraising and that any breach of these laws may result in dismissal from their fundraising event.

7.4. Jessie's Fund will not accept or be associated with unlawful fundraising activities. If a participant is found to be involved in fraudulent or illegal activities whilst fundraising for the charity, the relevant legal and statutory bodies will be informed. The participant will be removed from the event and sent home at their own cost.

## **8. Fundraising and promotion**

8.1. There is no minimum amount that participants must raise in order to secure their place on the event. There is no limit to what participants can raise.

8.2. Jessie's Fund will not offer expenses reimbursement for any charitable collection or fundraising activities.

8.3. Jessie's Fund agrees to offer participants fundraising support if required.

8.4. Participants must be aware that the charity is bound by UK charity law to safeguard funds once donated to the charity. All donations in relation to fundraising targets are therefore ineligible for refunds even if the fundraiser does not participate in the event.

8.5. All participants agree to make donors aware that they are making an irrevocable gift to the charity when soliciting donations.

8.6. Should a donation be made in disputed circumstances, the donor has recourse to write to the board of trustees of Jessie's Fund, who, if in agreement with the dispute, can make representations to the Attorney General via the Charity Commission. For more information on this process please view the Charity Commission website (<http://www.charity-commission.gov.uk/>).

8.7. Participants agree that Gift Aid will not be counted towards their fundraising total.

8.8. By registering as a participant for this event, individuals should be aware that they are promoting the charity and its mission.

8.9. You agree that in some circumstances the charity may, for recognition and security reasons, request that you wear clothing which identifies you as a Jessie's Fund Challenge event participant.

## **9. Force Majeure**

9.1. Neither Jessie's Fund or any engaged third party related to your event can be held responsible for any loss, cancellation, curtailment, damage or injury arising as a consequence of Acts of God, fire, natural disasters, weather conditions, computer or systems failure, acts of war (declared or otherwise), terrorism, civil unrest, military or usurped power, confiscation by or under the order of any government or public local authority, or for any other reasons beyond our control.

We are not liable for refunds for loss or costs incurred following actions such as cancelling or prematurely ending this event as a result of advice from governmental or official bodies.

## **10. Ferry Sailings**

10.1. Participants accept that ferry companies occasionally make changes to scheduled departure times. The charity will not be liable for any costs incurred as a result of these changes.

10.2. It is the responsibility of the participant to ensure that they are eligible to travel to the destination countries and any points of transfer.

10.3. Participants must ensure that their passport is valid and free from any endorsements or notices which would prevent travel to the destination countries.

## **11. Privacy and Data Protection**

11.1. Participants consent to Jessie's Fund contacting them for any matter relating to their event participation. Jessie's Fund collects personal information for the purposes of event administration; this information will not be used for any other purpose without your explicit consent.

11.2. Participants understand that personal information may be provided to statutory bodies such as border control if required for the purpose of running an event or as required by law.

11.3. All data uploaded in the registration form will be used in relation to a participants fundraising event. Information collected will be protected by the charity and passed on to employed third parties for the relevance of an event only e.g. Participant's Passport number to the Ferry company.

11.4. Any media captured by participants and provided to the charity may be used for any purpose by the charity without payment of royalties.

11.5. Participants agree for Jessie's Fund to use any media for promotional, marketing and other charitable purposes. Any individual wishing not to appear in any of these materials must express this in writing to the charity.

## **12. Declaration**

12.1. Jessie's Fund is a registered charity within the United Kingdom and therefore the jurisdiction of these terms and conditions comes under UK legal proceedings. By agreeing to these terms and conditions, individuals are hereby declaring that; all information is complete and true, no information has been withheld, that you are in good health, you are of sound mind and have understood all stipulations within these terms & conditions. If at any point during your time as a fundraiser with Jessie's Fund your status relating to any of the questions on this form change, participants will be required to announce this change to the charity. Failure to do so may be viewed as deliberate attempt to conceal information from Jessie's Fund and participants will be liable as such. Jessie's Fund cannot be held responsible for inaccurate data entry by a participant and individuals accept that Jessie's Fund will use any submitted information in good faith as correct and true.

## **13. Notices**

13.1. All notices given by the participant to the charity must be given in writing, either via e-mail or by Post or fax.

13.2. The charity may give notice to the participant via the e-mail address specified on the registration form.

## **14. Waiver**

14.1. If we fail, at any time between registration and your return from the event, to insist upon strict performance of any of your obligations under these terms and conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with these terms and conditions.

14.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

## **15. Law and jurisdiction**

15.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales.

15.2. If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction

which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

## **16. Changes to terms and conditions**

16.1. Jessie's Fund reserves the right to change these terms and conditions at any time.

16.2. The participant is subject to the terms and conditions in force at the time of their registration, unless any change to these terms and conditions is required to be made by law or governmental authority, in which case the change will apply to all prior registrations.