

# Booking Conditions

These are the terms and conditions for participation in The Big Ride For Palestine 2023:

1. These terms and conditions apply to participation in each of The Big Ride for Palestine events taking place in 2023, including free events. Each such event is called “the event” in these terms and conditions.
2. Only people signed up for the event with full payment in accordance with these terms and conditions are eligible to take part in the event (“participants”).
3. The organiser of the event is The Big Ride Organisation Limited, a non-profit company limited by guarantee and registered in England and Wales under registration number 11250536. The Big Ride Organisation Limited, acting through its directors and volunteers, is called “TBR” in these terms and conditions.
4. A participant is deemed to have entered into a legally binding contract between her/himself (“the participant”) and TBR when she/he has accepted these booking conditions by clicking the relevant field in the online booking form and has paid for a booking for the event in full or in part (booking fee is nil for free events). If the participant makes an initial part payment at the time of booking, they must pay the full balance of the price of the booking no later than six weeks before the event is due to start.
5. Each application for the event must be made by a person at least 18 years old signing up by completing an online booking form.
6. Participants under the age of 18 years will be allowed to take part in the event with the consent of their parent or legal guardian, who must complete the online booking form on their behalf, including the accompanying adult section, and who thereby consents to the under-18’s participation in the event and accepts responsibility for the under 18’s actions and the consequences of those actions. Under 16s must be accompanied at the event all times by a participant who is an adult parent or guardian.
7. The participant may not transfer all or part of a booking to any person not included in the booking. The participant may not assign any of his/her rights or obligations under these terms and conditions, except with the prior written consent of TBR. The participant agrees that the booking is purchased only for the personal use of herself/himself, and the personal use of any other person included in the booking.
8. By completing the online booking form the participant confirms to TBR that she/he and any other person in the booking is/are sufficiently fit and healthy to participate in the event.
9. The purposes of participation in the event are to raise money for:
  - a. the Middle East Children’s Alliance charity (“MECA”); other projects working for children in Palestine; and other Palestinian led initiatives; and
  - b. to raise awareness of the Palestinian struggle for rights and self-determination, while opposing all forms of racism, including antisemitism. The participant consents to being identified with those aims.
10. In return for the full price paid by the participant, TBR will provide a researched and tested cycling route, one or more ride leaders and back markers, organisation of marshals, volunteer first aiders and mechanics, reasonable availability of support vehicles in supported events, accommodation (if paid for with the booking), one or more social event and/or rally before or after the ride event, and event information.
11. TBR will not provide any packaged service comprising both transport and accommodation.

## 12. Conditions for riders

- a. The participant accepts that the event they are entering is not a race. Participants should:
  - i. ride in single file where appropriate
  - ii. no more than 2 abreast at any time
  - iii. be aware of fellow cyclists and any other traffic
  - iv. indicate their intention to stop or change direction
- b. Participants must:
  - i. adhere to and obey the Highway Code when cycling on roads during the event except when reasonably directed otherwise by ride leaders or marshals

- ii. but participants must make their own judgement whether any manoeuvre during the event is safe for them and act accordingly
- iii. extend all reasonable courtesy and patience to other participants and other road and off-road users
- iv. carry a form of identification clearly showing their name and the contact number of a relative or friend who can be contacted in the case of an emergency.

c. Each participant must ensure that:

- i. She/he wears a safety approved cycle helmet at all times while cycling during the event;
- ii. his/her bicycle is roadworthy for the event;
- iii. she/he does not use a mobile phone while cycling;
- iv. she/he does not use a music player with headphones whilst cycling;
- v. she/he does not deviate from the route of the event; and
- vi. each person under 18 she/he accompanies complies with the requirements above.

TBR will not be liable for any additional cost or adverse consequences resulting from the participant failing to comply with the requirements above. However, TBR will endeavour to provide assistance if that failure is due to unforeseen circumstances such as injury or illness.

13. Each participant must comply with all safety requirements and guidelines in relation to Covid-19 from TBR and from any third party providing overnight accommodation or eating/drinking facilities, whether or not TBR notifies each participant and each rider individually of those requirements or guidelines. It is the duty of each person making a booking to ensure that any other persons in the booking are aware of this condition and comply with it.
14. TBR reserves the right to refuse participation to anyone at any time without having to disclose the reason.
15. TBR may require a participant to leave the event:
  - a. If that participant in the reasonable opinion of TBR behaves in an unlawful way, including committing a road traffic offence or an offence under legislation relating to Covid-19, or
  - b. if, in the opinion of TBR, that participant's behaviour or physical condition is, or is likely to become, detrimental to the safety, welfare and well-being of the event as a whole or other participants, or
  - c. if, in the opinion of TBR, that participant's general well-being or safety is, or is likely to become, at risk by continuing with the event
16. The participant acknowledges and accepts that circumstances concerning the event may change from time to time for reasons outside TBR's reasonable control or otherwise, and that TBR may change or cancel the event in those circumstances.
17. If TBR cancels the event before it is due to start because of circumstances beyond the reasonable control of TBR, TBR will refund all monies the participant has paid to TBR, less deductions for a reasonable sum to be determined by TBR for the expenditure TBR has paid or committed to pay to third parties in respect of non-refundable costs of the ride
18. If the participant cancels their booking before Friday 23<sup>rd</sup> June 2023 TBR will refund all monies the participant has paid to TBR less deductions of £15 per person to cover administrative costs. If the participant cancels after the 23<sup>rd</sup> June 2023 TBR will not refund any monies paid. If the participant makes any amendments to their booking, there will be an administration charge of £10 for each occasion that an amendment is made.
19. After the event has started, if the participant leaves the event for any reason or if the event is cancelled, TBR will make no refund.
20. TBR may amend the event format, including changing the route, the distance and the schedule, at TBR's discretion. If TBR amends the event the participant will not be entitled to any refund and TBR will have no liability arising from any such change.
21. Participation in the event is at the participant's own risk. TBR has taken out public liability insurance cover for third party claims arising as a result of accidental damage while participating in the event. TBR's insurers can refuse to pay claims arising from racing or deliberate damage. TBR strongly

recommends that each participant organise their own personal insurance cover, including cover for theft of or damage to personal possessions and injury.

22. TBR will not be liable for any actions of participants (unless expressly stated in these terms and conditions), spectators or other third parties who are not participating in the event.
23. TBR will endeavour to provide emergency and mechanical support to participants who get into difficulty during the event, but TBR is not liable and accepts no responsibility for any damage occurring to participants' bikes or other equipment in any attempted repairs or adjustments or other mechanical support, or for any resulting injury.
24. If a participant's bike is transferred in any vehicle during the event, the participant accepts that it is placed and transferred in the vehicle at her/his own risk, and TBR is not liable for any resulting damage.
25. Some of the food products available from TBR at the event may contain traces of allergens such as nuts and nut oils or may have been made alongside other products containing them. It is the participant's responsibility to check listed ingredients and other information on such products and TBR will not be liable for any damage or injury caused by them.
26. Each participant is fully responsible for any fees or costs incurred or arising from an accident, injury or damage either involving or caused by them and charged to them or recoverable from them by a public authority, a regulated authority, or a private organisation or individual. This includes, but is not limited to, charges made by Police, Air Ambulance, Fire and Rescue and the Ambulance services and private ambulance and medical services. If the situation arises that the participant is not capable of making the decision to call the emergency services, the participant agrees that a person acting on behalf of TBR or a member of the public may call for them. In this situation, the participant still accepts the costs and consequences of such actions.
27. Nothing in these terms and conditions shall exclude or limit the liability of TBR for:
  - a. death or personal injury caused by TBR's negligence;
  - b. fraud or fraudulent misrepresentation; or any matter for which it would be illegal for TBR to exclude or attempt to exclude liability;
  - c. and any term or condition excluding or limiting liability or purporting to do so is subject to this clause.
28. TBR will protect and use the participant's personal data in accordance with TBR's privacy policy.
29. The participant shall not use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of TBR or the event.
30. These terms and conditions and the documents referred to in them constitute the entire agreement and understanding of the participant and TBR and replace any previous agreement between the participant and TBR relating to the event.
31. The participant acknowledges and agrees that in submitting the online booking form and the documents referred to in it she/he does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance of any person, whether negligently or innocently made, other than as expressly stated in these terms and conditions.
32. These terms and conditions may be amended only in the following circumstances:
  - a. by agreement in writing between the participant and TBR; or
  - b. If any provision of these terms and conditions is declared by a court or other competent authority to be unenforceable, the provision may be amended in a reasonable manner so as to make it legal and enforceable or may be deleted from the terms and conditions; and the remaining provisions shall remain in full force and effect.

These terms and conditions are governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation hereto.

May 2023