

Round the Harbours - Terms and conditions

1. General

1. These terms and conditions may vary from time to time and the latest version will be available at <u>www.mssociety.org.uk/roundtheharbours.</u>

2. Participant registration

- 1. Only participants over the age of 16 may participate in the Event. Where a Participant is under 18, they are only permitted to participate in the Event provided they receive parental or guardianship consent and they are accompanied by an adult. Any accompanying adult or guardian must also register to participate in the Event.
- 2. Please note that where a Participant is under 18, their parent or guardian must complete the entry form on behalf of the Participant. By signing the entry form, the parent or guardian is confirming that they will accept responsibility for the actions and consequences of any Participant under 18.
- 3. It's essential that all those wanting to take part register on our website individually. Multiple registrations under one name won't be recognised. Online registrations remain open until the event starts.
- 4. On the day registrations will be available for anyone wishing to register at the event site.
- 5. Only registered participants are eligible to take part in the event.

3. Fundraising

- 1. All fundraising activity undertaken as part of the Event must be for the benefit of the MS Society's vital work only.
- 2. Participants will be asked to pledge to raise a minimum sponsorship of £150 as part of their participation in the Event. We will make this clear in the relevant event information and specify the minimum sponsorship expectation. Failure to meet the minimum sponsorship expectation may affect the Participant's participation in subsequent years.
- 3. All participants have a legal responsibility to ensure that all sponsorship monies/donations received in connection with the event are paid to the MS Society. We ask that you do this as soon as possible after the event. You can:
 - a. Add the donation to your JustGiving page. The money will be sent directly to us.
 - b. Via our website using a credit or debit card at donate.mssociety.org.uk;
 - c. Send a cheque, made payable to the MS Society and sponsorship forms to MS Society, Carriage House, 8 City North Place, London N4 3FU; or
 - d. Make a card payment over the phone by calling us on 0300 500 8084.
- 4. Please note that we are unable to accept your sponsorship money at the event as we don't have the suitable cash handling facilities to fulfil this process.
- 5. Please ensure that all donations and/or sponsorship forms are returned to us to enable us to claim Gift Aid where possible.

4. Routes

- 1. All route distances have been measured using online mapping and may differ from individual GPS tracking. Distances have been measured as accurately as possible, but we cannot guarantee exact distances.
- 2. At the Event, there will be warning signs placed at appropriate points. The absence of these signs does not signal or indicate that there are no dangers approaching and it is your responsibility to make a decision regarding what speed to proceed.
- 3. Ride single file where appropriate (some lanes may be singe track) and no more than two (2) abreast at any time. Please be aware of other road users, cyclists, horses and any other traffic that you may be sharing the roads with. Be aware of what is around you when indicating and manoeuvring and always indicate your intention when stopping or changing direction.

5. Cancellations and changes



- 1. The entry fee is non-refundable unless we change the event venue and/or date (subject to paragraph 2 below), or if we cancel the event altogether (subject to paragraph 3).
- 2. If we need to change the venue and/or date of your event, we will notify you of the change as soon as possible. Your event place will be automatically transferred to the new date or location unless you tell us you are no longer able to attend. In these circumstances, you can either choose to donate the entry fee to the MS Society or ask for a refund of your entry fee.
- 3. If an event cannot go ahead at the specified venue and/or date and we are unable to reschedule it for another time that year (as set out in paragraph 2 above), we will notify you of the cancellation and you can either choose to donate your entry fee to the MS Society or ask for a refund.
- Registrations to participate in an Event are non-transferable to another year. A Participant may transfer their registration to another individual for that year's event at the discretion of the MS Society.

6. Filming and photography at the event

- 1. All participants, volunteers and spectators are aware that video footage or photographs will be taken throughout the event. The photographs and video footage can be used by the MS Society to publicise the event for commercial and/or fundraising purposes including, but not limited to, television broadcasts, advertising, publications, marketing material, merchandising, personalised direct mail and other documents that may be made available to the public; and by our third-party partners to publicise their involvement and/or association with the event. We will not, however, identify anyone by name without their agreement but you understand that you may be recognised from still and moving images.
- 2. No personal details (including names) of an under 16-year-old participant will be used in any publicity materials without the written consent of their parent or legal guardian, but we may use images where children are incidentally included e.g. of mass participation in the warm-up exercises, or on the starting line.

7. Liability

- 1. All participants and spectators enter and attend the event entirely at their own risk. We shall not be liable for any injury that might occur as a result of participating in our event unless the injury is a result of our negligence. You are fully responsible for your actions during the event. We don't accept responsibility for the actions of participants nor the consequences of such actions. Participants who do not act responsibly and do not adhere to our instruction both on the day and in advance will be liable for any fees or costs incurred or arising from any incident caused by your negligent behaviour.
- 2. Participants understand that we reserve the right to change the details of the event, including the venue and route, or delay, postpone or cancel the event in the event of adverse weather conditions or other circumstances outside their control. The determination of what constitutes such conditions is reserved solely by the MS Society.
- 3. We are not responsible for any loss, theft or damage to your items.

8. During the event

- 1. All Participants must abide by any instructions given by the MS Society, their employees or agents during an Event. Failure to follow any such instructions may result in the us refusing to allow the Participant to continue in the Event.
- 2. The Event is not a race in any format. Times and results (if applicable) will be published for individuals only and anyone considered to be competing against others will be stopped from riding, removed from the Event and banned from entering future events.
- 3. You must not drop any litter on any part of the route. Dispose of litter at an appropriate place or bin. Bins will be provided at the feed stations, start and finish. Any Participant found littering may be removed from the Event.
- 4. If you require to stop for a comfort break, we ask you do so discretely and appropriately and not to cause any offence to local residents, road users or other riders. Please have respect for the countryside and communities the route travels through.
- 5. Participants taking part in the event understand that if you wish to withdraw during the event, you must contact the event control phone number, which can be found on your route map.



- 6. All Participants must wear a safety-approved and correctly fitted cycling helmet complying with latest standards during your participation in the event. Any Participant not wearing a helmet will not be covered by the event insurance and will not be permitted to take part.
- 7. A standard road bike, hybrid or mountain bike fitted with road tires will be sufficient for the events needs.
- 8. This is a self-guided event. You are asked to stick to the advertised route. If you choose a different route, you do so entirely at your own risk. You must obey all Highway Code rules where applicable and extend all reasonable courtesy to other road and off-road users. Please be aware of fellow pedestrians and traffic.
- 9. We ask all participants and their supporters to be respectful of residents, to not make excessive noise along the route.

9. Completion times

1. Some of our Events, and in particular our endurance Events, may require Participants to reach certain points in the Event by certain times or require the Event to be completed in its entirety by a set time. If a Participant does not manage to keep up with any stage or completion times, the MS Society reserves the right to transport the participant to the next stop or refuse to allow the Participant to continue in the Event.

9. Health and safety

- 2. You need to be physically fit enough to complete the route you have chosen and accept that you do so entirely at your own risk and that it is your responsibility to ensure that you are fit and able to take part in the event.
- 3. On the day, you should not take part if you feel unwell.
- 4. We strongly recommend you seek advice from your GP before embarking on a new exercise programme or if you have an existing medical condition and this event could increase your level of physical activity.
- 5. You must not take part if you have been advised not to due to health reasons by a member of the medical profession.
- 6. If you have any special access requirements, please let us know at registration or by emailing <u>fundraising@mssociety.org.uk</u>.
- 7. You are responsible for ensuring that you are wearing appropriate attire when taking part in our event, taking into account the nature of the event, the weather forecast and the terrain involved.
- 8. Participants acknowledge and agree the dangers associated with the consumption of alcohol and/or drugs before during and after the event, understand this may impair judgment and motor skills and take responsibility for any injury, loss or damage associated with the Participant's consumption.

10. Privacy

1. For more information on how we use and manage your personal information and your rights, please see our privacy notice at <u>www.mssociety.org.uk/privacy</u>.