



## TERMS & CONDITIONS 2020

These Terms and Conditions are your contract with Classic Tours Ltd. They are the terms and conditions which apply to Nightrider™. Please read them carefully as you will be bound by them.

### 1. Registration & Participating in the Event

- (a) This is an active challenge which involves cycling at night. Your general state of health and fitness must be good. It is your responsibility to be fit enough to participate in Nightrider™ and to seek your doctor's approval if you have any health concerns about safely completing the 100/50km cycle ride at night.
- (b) You must be at least 18 years old to take part in the event.
- (c) To register for Nightrider™ you must complete the on-line registration form and make payment as outlined below in clause 2a. You will receive an email confirming your payment. All information relating to the event will be sent by email or be accessible via the Participant Area of the Nightrider™ website at [www.nightrider.org.uk](http://www.nightrider.org.uk). It is your responsibility to read and act on the information supplied.
- (d) You must have working bicycle lights when riding during hours of darkness and wear a cycle helmet at all times when cycling. Failure to have working lights and a helmet will mean you will not be allowed to ride.**
- (e) This event takes place on open roads and you must therefore adhere to the Highway Code at all times.
- (f) The event route will be fully sign-posted. There are no marshals on the route. It is your responsibility not to get lost and you must bring a fully charged mobile phone with you in case you need to call Central Control for assistance.
- (g) You participate at your own risk and you are responsible for your personal safety at all times. Classic Tours Ltd cannot be held responsible for any loss or damage however arising, or theft of your bicycle or property or for any injuries or illness that occur as a result of this event.
- (h) You will select your start time at the point of registration, but Classic Tours Ltd reserves the right to make changes for operational purposes if required.
- (i) If you drop out of the ride having started it for any reason you must inform Central Control.
- (j) By registering for this event you give permission for the free use of your voice or picture in any broadcast, telecast, advertising and materials to promote this event in future.
- (k) Classic Tours Ltd and / or your chosen charity may, at their discretion, withdraw your place on Nightrider™ if it is believed to be in their best interest.

### 2. Payment Options & Fundraising

- (a) There are two payment options for this challenge:

#### Payment Option 1 – Own Place

You will pay the full event cost of the challenge yourself. You will commit to raising as much sponsorship as possible for your chosen charity, but there is no minimum requirement. The event cost is non-refundable and non-transferable. Your chosen charity will be provided with your personal details and made aware you are fundraising in their name.

#### Payment Option 2 – Charity Place

You will pay a registration fee yourself and commit to raising a minimum amount of sponsorship in aid of one of the charities listed on the Nightrider website. The registration fee is non-refundable and non-transferable. The minimum sponsorship is stated on the Nightrider website for each charity - the approximate amount is likely to be £175. This way your charity retains around 65% of the money you raise as £60 will be used by the charity to pay the balance of your event cost. Your chosen charity will confirm with you when they would like the fundraising received by. This could be prior to the event. If you are unable to meet this deadline it is your responsibility to contact your charity and discuss your options. If you are unable to meet the sponsorship money requirements, your place is at risk. However, you may choose to make up the balance yourself. Failure to contact your charity or pay in any funds prior to the event will mean your place Nightrider may be cancelled. Please ensure you communicate with your charity prior to this time.

- (b) You must notify your chosen charity that you will be participating in this challenge, raising funds in their name and discuss your payment option with them. Classic Tours Ltd reserves the right to withdraw your place on the challenge if you are unable to provide written confirmation of this. The charity may require you to sign their terms and conditions.

- (c) All funds raised in connection to this challenge should be paid directly to your chosen charity.
- (d) When fundraising you must make clear to donors what proportion of funds raised are going to the charity and how much towards costs. Should you have to withdraw, all sponsor forms and monies should be forwarded to the charity or returned to the sponsors.

### **3. Changes to the Itinerary**

- (a) Itineraries and schedules may change and other alterations may occur which are beyond the control of Classic Tours Ltd.
- (b) Classic Tours Ltd does not accept liability for any delays in your travel arrangements or reasonable changes to the Nightrider™ itinerary due to force majeure. Force majeure means unusual and unforeseeable circumstances beyond our control, such as national emergency, rioting, natural disaster, fire, bad weather, transport delays or other such events.

### **4. Cancellation By You**

You may cancel at any time providing that you notify Classic Tours Ltd, and your chosen charity, by email. Any refunds to sponsors are strictly between you and the charity. All monies paid to Classic Tours Ltd are non-refundable and non-transferable. Classic Tours Ltd will not make any payments compensating for losses or costs you incur in the case of cancellation. If you have opted to take out Registration Protection with Booking Protect you may be able to claim your Registration Fee back from them.

### **5. Transferring Your Place**

- (a) If you cancel your place on the event it is not possible to transfer your place to someone else.
- (b) It may be possible to transfer your place to another Nightrider™ challenge taking place in 2020, subject to availability.

### **6. Cancellation By Classic Tours Ltd**

- (a) Classic Tours Ltd reserves the right to cancel the event for operational reasons, force majeure or any other reasons.
- (b) If we do cancel your event for any reason other than force majeure we will offer you a full and prompt refund of all monies paid by you to Classic Tours Ltd.
- (c) Classic Tours Ltd does not accept liability for reasonable changes to the itinerary in circumstances of Force Majeure. Force Majeure means any unusual or unforeseen circumstances beyond our reasonable control including but not limited to an act of God, war, accident, road closures, and failure of power supply, abnormal weather, fire, explosion or labour disturbance.
- (d) We regret that we cannot pay out any expenses, costs or losses you incur as a result of any cancellation
- (e) In the event of Nightrider™ being cancelled we will endeavour to contact all participants prior to the day where possible. We will also keep the Nightrider™ website updated with the latest news.

### **7. Classic Tours Ltd's Responsibilities to You**

- (a) Classic Tours Ltd accepts responsibility for the acts and/or omissions of our employees, agents and suppliers (except for claims for death, injury or illness – see clause 7b below).
- (b) We accept responsibility for death, personal injury or illness caused by negligent acts and/or omissions of us, our employees, agents, suppliers or sub-contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your arrangements associated with the event, that we are contractually obliged to provide. We will, accordingly, pay to an affected participant such damages as might have been awarded in such circumstances under English law. However, damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your event arrangements or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of your arrangements or unusual and unforeseeable circumstances beyond our control or an incident which could not have been foreseen even if all due care had been exercised.

### **8. Insurance**

It is your responsibility to arrange insurance for the event to cover pre-event cancellation cover, personal liability, personal accident and for your bike.

### **9. Law and Jurisdiction**

This contract is made on the terms of these Conditions of Entry which are governed by English Law and both parties shall submit to the exclusive jurisdiction of English courts at all times.