



## Cycle France 2025 – Terms and Conditions of Entry

All riders understand that by entering the Cycle France 2025 they agree to the following terms and conditions:

- 1. Participation
  - a. Each Participant pledges to raise the minimum sponsorship target for Cornwall Hospice Care (CHC), unless entered onto the 'Own Target Option', whereby the participant pledges to raise their own choice of fundraising target.
  - b. All fundraising activity undertaken as part of this event must be for the benefit of Cornwall Hospice Care only.
- 2. Registration and fundraising
  - a. Participants agree that all funds raised as a result of their participation in the Challenge shall be raised using legal methods and in compliance with the advice given in the fundraising guide found on the CHC website, www.cornwallhospicecare.co.uk/support-us
  - b. All funds raised for and on behalf of CHC shall be held in trust by each participant and paid to CHC as soon as reasonably possible and within one calendar month of completing the Challenge.
  - c. Payment options:
    - Participants choosing the Fundraising Option, commit to pay a Registration Fee of £99 and raise a Minimum Sponsorship of £1,600. Participants commit to 80% of their minimum sponsorship (£1,280) to be received by Cornwall Hospice Care by 7<sup>th</sup> July 2025 (10 weeks prior to departure).
    - Participants choosing the Own Target Option, commit to pay a Registration Fee of £99, a Fee for Self-Funding of £850 and raise their own choice of fundraising target. Participants commit to paying the £850 fee upon receipt of the outstanding balance invoice, to be mailed by Cornwall Hospice Care on 23<sup>rd</sup> June 2025 (12 weeks prior to departure). Your challenge balance must be paid in full by 7<sup>th</sup> July 2025, otherwise your place may be at risk.

- An optional Direct Debit mandate is available if Participants wish to spread this fee. This is at the discretion of Cornwall Hospice Care.
- 3. Age of Participants
  - a. Participants must be aged 18 or over by 14<sup>th</sup> September 2025.
- 4. Health and fitness
  - a. All Participants take part in the Challenge at their own risk.
  - b. All Participants agree that, as far as they are aware, they are sufficiently fit and physically able to participate in the Challenge and accept that a completed medical questionnaire is a requirement of entry. It is each participant's own responsibility to assess their fitness and only participate if they are fit enough. If medical questionnaire prompts additional inquiry, permission from the Participant's GP maybe requested.
  - c. Participants agree they will be competent to cycle at a minimum speed of 10mph (average).
- 5. Safety
  - a. All Participants are responsible for the roadworthiness of their own cycle and that their clothing used is in good condition and suitable for the Challenge.
  - b. Participants acknowledge and accept that the Challenge takes place in public spaces in both the UK and France and on the open highways.
    Participants must abide by the Highway Code of both countries at all times. Participants should be aware that when riding on a public highway the function of marshals is only to indicate direction and that Participants must decide whether the movement is safe.
  - c. The wearing of Hard Shell Style Helmets is compulsory for all Participants. NO HELMET NO RIDE.
  - d. Riders participate in this event entirely at their own risk and must rely on their own ability in dealing with all hazards and must ride in a manner which is safe to themselves and others.
- 6. Insurance
  - a. Cornwall Hospice Care does not provide insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at and/or participation in Cycle France 2025. Participants are responsible for arranging their own suitable and adequate insurance protection to cover their participation in the Challenge, including without limitation cover:

- i. for material loss/damage to any equipment they may use in the Challenge or personal property (including clothing);
- ii. any loss or damage they may cause to a third party;
- iii. sickness; or
- iv. negligence of any party.
- Participants are required to provide their own travel insurance, suitable to cover the activity, and will provide proof of this cover to Cornwall Hospice Care.
- 7. Liability
  - a. Subject to paragraph 7(b), neither Cornwall Hospice Care nor its agents or representatives shall be liable for:
    - any injury or accident, which may cause loss or damage to a Participant or any third party where this is sustained as a result of a Participant taking part in the Challenge; or
    - ii. any loss or damage sustained by a Participant as a result of: the cancellation of or any changes made to the Challenge for any reason including safety; or any circumstances beyond the control of Cornwall Hospice Care.
  - Nothing in these Terms and Conditions shall limit or exclude Cornwall Hospice Care's liability in respect of death or personal injury sustained as a direct result of:
    - the negligence, breach of statutory duty or fraudulent misrepresentation of Cornwall Hospice Care, its agents or representatives; or
    - ii. a deliberate act or omission of Cornwall Hospice Care, its agents or representatives.
  - c. Participants and their friends and family members who attend the Challenge do so entirely at their own risk.
  - d. Each Participant is responsible for his/her actions whilst attending or participating in the Challenge. This includes at the accommodation, on the route and at the finish area. Cornwall Hospice Care accepts no responsibility for the actions of a participant nor the consequences of such actions.
- 8. Withdrawal and Refunds
  - a. The Registration fee is non-refundable if a participant elects not to participate in the Challenge for any reason.
    - b. Registrations are strictly personal; firm and binding. If you are unable to take part, it is the Participants responsibility to inform Cornwall

Hospice Care as soon as reasonably practicable. No deferral nor transfer of registration is possible.

- b. Participants must send written confirmation of their withdrawal via letter or email to Cornwall Hospice Care address or email address contained at the end of these Terms and Conditions.
- c. Cornwall Hospice Care, or its or their agents or representatives reserve the right to refuse entry to the Challenge or ask a Participant to cease participation if a Participant:
  - fails to follow instructions given by the Cornwall Hospice Care Team;
  - attempts to participate in the Challenge in a manner that Cornwall Hospice Care or their agents or representatives, acting reasonably, believes:
    - 1. may cause injury to the Participant;
    - 2. may cause injury to another participant;
    - 3. may damage or harm the environment;
    - 4. is likely to cause offence; or
    - 5. otherwise cause a risk or potential risk to health and safety.
    - is, in the opinion of Cornwall Hospice Care or their agents or representatives, unfit to participate in the Challenge due to:
      - a. the consumption of alcohol;
      - b. the use of drugs;
      - c. an injury or illness; or
      - d. failure to arrive at the start check in at the specified time.
- 9. Cancellation and Changes to the Challenge
  - a. In the unlikely event Cornwall Hospice Care may need to cancel the Challenge, Cornwall Hospice Care will have no responsibility for any personal costs incurred as a result of such cancellation for Participants, including any travel or accommodation costs. Registration fees are nonrefundable and any refund offered will be at the absolute discretion of Cornwall Hospice Care.
  - All Participants acknowledge and agree that the organisation and staging of the Challenge is under the control and direction of Cornwall Hospice Care and any alteration or re-scheduling of the Event, including the giving of any notice in respect of any change or cancellation will use reasonable means to communicate any changes to the Challenge to

each Participant as soon as is practicable. Registration fees are nonrefundable and any refund offered will be at the absolute discretion of Cornwall Hospice Care.

- c. If the Challenge is cancelled for any reason, Cornwall Hospice Care will, upon the written request of the payee, return any sponsorship money paid.
- 10. Photos and Publicity
  - a. Photographs and films may be taken throughout the Challenge by Cornwall Hospice Care. Participants consent to any use in current or future media by Cornwall Hospice Care including any photographs, images and/or films in which they feature.
  - b. Participants acknowledge and agree that no payment will be made to any participant for the use of any photographs, images or films in which they may feature.
  - 11. Data Protection
    - Each Participant agrees that information provided to Cornwall Hospice
       Care in connection with the Challenge may be used by Cornwall
       Hospice Care in accordance with data protection legislation.
    - b. Cornwall Hospice Care will use the information provided by Participants to register applicants for the Challenge, process registrations and manage the participant's involvement in the Challenge. Cornwall Hospice Care will keep the Participant up to date with Cornwall Hospice Care activities or provide any other information in accordance with their stated preferences.
    - c. Each Participant will agree to provide emergency contact information and a self-assessment medical questionnaire prior to participation.
- 12. Acceptance of these Terms and Conditions
  - By registering with Cornwall Hospice Care to participate in the Challenge, the Participant agrees to be bound by these Terms and Conditions.
  - b. Accepting these Terms and Conditions upon registration is a binding contract between you, the Participant, and Cornwall Hospice Care.
  - c. If any provisions in these Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.
  - d. Cornwall Hospice Care may vary these Terms and Conditions from time to time and the up-to-date terms shall be provided to Participants.
  - e. These Terms and Conditions and any dispute or claim that arises out of or in connection with them is governed by and construed in accordance

with the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these Terms and Conditions.

## **Contact Details**

Cycle France 2025 is organised by Cornwall Hospice Care. Questions specific to the challenge should be directed to the Event Directors, Jane Appleton and Oliver Hoare: Tel: 01726 66868 Email: jappleton@cornwallhospice.co.uk or ohoare@cornwallhospice.co.uk.