



# Street Child West Africa Cycle Challenge

## Terms and conditions of entry to the Event for Participants and Volunteers

### IMPORTANT

These terms and conditions ("Conditions") govern Participants of and Volunteers to the West Africa 'Bo2Mo' Cycle Challenge 2017 (the "Event").

You should read them carefully prior to registering for the Event. You should only register and participate in the Event if you have read, understood and agreed with these Conditions. These Conditions represent a legally binding agreement between you and Sierra Leone Marathon Ltd., (referred to in these Conditions as "we", "us", "our"). These Conditions shall become binding on you and us when we issue you with written confirmation that you have successfully registered for the Event, usually by email.

We have written these Conditions in what we hope you will find to be simple English. If there is any part of them that you do not understand you should contact us. The contact details are set out below. We will answer any queries that you may have either about these Conditions or any other aspect of the Event. Under extremely special circumstances participants under the age of 18 may be considered.

#### **1. Inherent risks of travelling to and cycling long distances in Sierra Leone and Liberia**

We think it is essential to be open and transparent about the situation in Sierra Leone and Liberia, the level of infrastructure and creature comforts that you can expect whilst in the countries for the Event, and the risks inherent to participating in the Event. You should therefore read this section carefully to ensure that you enter the Event "with your eyes open". However, you should also carry out your own research on Sierra Leone and Liberia to satisfy yourself that the Event is suitable for you. By completing and signing a Registration Form for the Event, you certify that you have read, understood and agree to these Terms and Conditions.

#### **ABOUT SIERRA LEONE AND LIBERIA**

The civil wars in both Sierra Leone and Liberia were terrible, but are long gone. Peace was declared in 2002 and 2003 respectively and the countries have made steady progress since then, despite the setback of the Ebola epidemic in 2014 and 2015.

Tourism infrastructure is steadily improving but, by Western standards, or even by the standards of those who have been on safari or beach holidays in East Africa, it is important to note that standards remain relatively modest.

Reconstruction continues, foreign investors are arriving and Sierra Leone is increasingly on the map as an adventure tourism destination. In fact with some of the most perfect palm-lined sands on the continent, not to mention English as an official language, it can't be long before Sierra Leone and

Liberia takes its place in the packaged beach-holiday scene. But until transport and 'getting around' become a little easier, visitors have the surf outside the capitals, Freetown and Monrovia, pretty much to themselves.

In short, in the absence of extreme bad-luck or traveller stupidity, and despite the poor state of the transport network, the presence of various tropical diseases and a basic health-care infrastructure, the overwhelming majority of traveller visits to Sierra Leone and Liberia are free of incident. Nevertheless, travellers should be vigilant, sensible and take the same precautions they would visiting any other foreign country.

## **ABOUT THE CHALLENGE**

Cycling in Sierra Leone and Liberia in May will be challenging. It is possible that it will be wet, and it will be hot. The roads are a mixed bag, although improvements are being made, most of the roads are mainly hard packed mud, with more tarmac in Liberia and next to none in Sierra Leone.

Be expecting to cycle on a range of surfaces: tarmac, compacted mud, soft mud, gravel and, depending on the weather conditions, standing water. Temperatures are likely to reach the mid to high twenties (degrees Celsius) by mid-morning during the day time. Humidity may also increase the physical difficulty, although this will obviously be reduced if it rains. You will need to be comfortable with the idea of cycling in hotter conditions than those with which you may be familiar.

Whilst we will do our utmost to ensure cyclists safety, cyclists will encounter vehicles and are expected to wear cycle helmets at all times when riding their bikes.

## **THE CAVEAT**

In short, we can't promise that you'll be comfortable at all times during your time in Sierra Leone and Liberia, and despite reasonable endeavours, it is likely that there will be times when you may be uncomfortable. But what we can tell you is that we will work as hard as possible to keep you safe. Nonetheless, you are ultimately responsible for the choices you make whilst in Sierra Leone and Liberia, including whether or not to participate in the challenge at any point during your trip.

## **DEFINITIONS**

*"Conditions"* - These terms and conditions

*"West Africa Cycle Challenge"* is a product of the Sierra Leone Marathon Ltd.

*"Event"* - The package of elements associated with the West Africa Cycle Challenge, which is a product of Sierra Leone Marathon Ltd.

*"Event Package"* - Accommodation, transportation or meals purchased through by a Participant or Volunteer in conjunction with the Event

*"Event Package Fee"* - The fee paid by a Participant or Volunteer to in respect of an Event Package  
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*"Non-Cycling-Activity"* - Any activity, accommodation, or transportation that a Participant or Volunteer may engage in or use whilst in Sierra Leone or Liberia which are neither provided directly by West Africa Cycle Challenge or by one of its subcontractors, or in respect of which a Participant or Volunteer has made no payment to the West Africa Cycle Challenge.

*"Participant"* - The holder of a Registration

*"Challenge"* and *"Cycle Challenge"* - The West Africa Cycle Challenge that will take place between 29<sup>th</sup> May 2017 and 4<sup>th</sup> June 2017.

*"Event Fee"* - The fee paid by a Participant in respect of Registration for the West Africa Cycle Challenge.

*"Registration Form"* - The electronic or hard copy form that must be completed by all potential participants and any permitted Substitutes

"SCOSL" - Street Child of Sierra Leone

"Bo2Mo" - West Africa Cycle Challenge

"Sponsors" - The official sponsors of the Event

"Substitute" - A replacement Participant who has been accepted by West Africa Cycle Challenge in accordance with clause 6

"Volunteer" - A person who has consented to assist West Africa Cycle Challenge in organising and managing the Event, but who is not a registered participant

## **2. Who Are We?**

The Event is organised by Sierra Leone Marathon Limited (SLML), a company registered in England & Wales with number 7799857. SLML is a trading arm of Street Child, a charity registered in the UK with number 1128536.

The Event Office address is 42-44 Bishopsgate, London, EC2N 4AH. If you have any questions relating to these Conditions or the Event you should contact the SLM team as set out below:

Event Team Email: roxanne@street-child.co.uk

Event Team phone number: 020 7614 7696

We will endeavour to respond to email messages within 5 working days.

## **3. General Conditions of Entry to the Event**

### **3.1.**

You certify that you are 18 years of age or older and that you have read and agreed to these Conditions. Under special circumstances when participants under the age of 18 have been approved to take part in the event, they are required to have a parent or legal guardian agree to these Conditions on their behalf.

### **3.2.**

You agree and acknowledge that you are aware that a cycle challenge event in Sierra Leone and Liberia inherently involves the real risk of serious injury or even death from various causes including exertion, strenuous activity, dehydration, collisions or incidents involving other competitors, spectators, other road users and/or vehicles, aspects of the course or bad weather conditions and other causes. You understand you should not enter or participate in the Event unless you have trained appropriately and had any health concerns checked by a medical practitioner.

### **3.3.**

You further agree and acknowledge that it is your sole responsibility to obtain all necessary vaccinations and anti-malarial prophylactics before arrival in Sierra Leone and then also for Liberia. Failure to do so seriously prejudices your health, and also may result in the Sierra Leonean authorities turning you back on arrival or Liberian authorities not allowing you to exit the country to return home.

### **3.4.**

You agree to abide by all cycle challenge rules and directions we issue with respect to the Event. This includes a child protection and behaviour compliance form that you will have to complete and sign regarding project visits and staying in communities.

### **3.5.**

You agree not to deviate from the route of the cycle challenge.

### **3.6.**

No drugs, illegal substances, performance enhancing substances or intoxicants (including alcohol) of any kind are permitted to be brought to the venue or used by any participant either before or during participation in the Event. We reserve the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants (including alcohol) of any kind.

3.7.

You acknowledge that participation in the Event will be physically demanding and that you are aware of the nature of the Event and the associated medical and physical risks involved. You hereby affirm that you are physically capable of competing in the Event and agree that (subject to the Limitation of Liability paragraph below) West Africa Cycle Challenge, its officers, employees, agents, affiliates, Sponsors or medical advisers are not responsible for any injury or illness that you may suffer as a result of your visit to Sierra Leone and Liberia or your participation in the Event.

3.8.

You undertake to personally procure fully comprehensive travel and medical insurance, including cover for emergency medical evacuation by land or air. Your policy must also cover you for your participation in the Event and you accept that it is your sole responsibility to ensure that this is the case. You also accept that West Africa Cycle Challenge reserves the right to demand proof that you have procured such cover and reserves the right to refuse your participation in the Event if such cover is not found to be in place. Accordingly, you must bring a copy of your insurance documents with you to Sierra Leone and Liberia, with the relevant sections highlighted.

3.9.

In the event that in the opinion of Event staff you require medical assistance or evacuation you accept full liability, and indemnify West Africa Cycle Challenge, for any costs associated with such action, regardless of whether it is covered by your insurance policy.

3.10.

You give permission to our Event staff to make decisions concerning your personal medical care and treatment, and where necessary to authorise such care and treatment in emergency situations. You will provide ICE/emergency contact details before the event.

3.11.

You will inform us on your Registration Form, or subsequently by email, of any illness or infirmity from which you might suffer that might affect your performance or otherwise be relevant if medical treatment is needed.

3.12.

You should ensure that your flight arrives in Freetown no later than the morning of 29<sup>th</sup> May 2017.

3.13.

You must comply with the age requirements for entry to the Event and proof of age may be requested. Under 18s may be considered in special circumstances.

3.14.

You understand that our Event staff will make every reasonable effort, in the circumstances, to reach your emergency regarding your medical status in the event an emergency arises. In the event that your contact cannot be reached in an emergency, you hereby give your permission to the licensed physician, dentist, athletic therapist, nurse or other medical professional whose services might be required to provide medical care and treatment.

3.15.

The personal information provided by you when registering for the Event will be stored on a secure database, will not be shared with third parties and will only be used for the functional purpose of the Event, Event Sponsors, Street Child, and their respective affiliates' agents and contractors. You may be contacted regarding the Event by post, email, telephone or SMS.

3.16.

You will be given one or more Street Child t-shirt(s) and/or branded kit, please wear it appropriately.

3.17.

You acknowledge that by reason of circumstance beyond our control, it may become necessary to change the format of the Event, or the location of the Event within Sierra Leone and Liberia, and if that occurs, you consent to the changes and you agree that each and every one of the conditions set out herein shall apply to the changed Event.

3.18.

If at any time we discover that you are ineligible to participate in the Event (or if your participation in the Event should have been refused for any reason whatsoever) we reserve the right to disqualify you or refuse you entry to the Event. Further, we reserve the right to reject at any time any Registration Form which we believe to be fraudulent, or to disqualify any Participant we believe not to have complied with the Conditions from attending or participating in the Event. We will not be liable to you in any way either as a result of any such disqualification or refusal unless the disqualification or refusal turns out to be for an incorrect reason.

If you fail to complete and raise the fundraising target of £1500, West Africa Cycle Challenge have the right to deny your entrance and participation to the event.

3.19.

Whilst every effort has been made to ensure the accuracy of their content, West Africa Cycle Challenge will not accept any liability for any inaccuracies or errors contained in any documents, literature or correspondence provided by West Africa Cycle Challenge to a Participant in connection with the Event or an Event Package, including any material published on the Event website at [www.westafricacyclechallenge.com](http://www.westafricacyclechallenge.com).

You acknowledge and agree that any information provided to you by West Africa Cycle Challenge, its officers or employees, in connection with the Event or an Event Package, was provided in good faith and confirm that you carried out your own research on Sierra Leone and Liberia and the likely dangers and difficulty level of the Event before purchasing a Registration. You further acknowledge and agree that any letter of invitation provided to you by West Africa Cycle Challenge in connection with your application for a tourist visa for Sierra Leone and Liberia does not constitute an assumption of liability by West Africa Cycle Challenge or Street Child for any act or omission on your part whilst in Sierra Leone and Liberia, or for any injury or loss you may suffer during your stay.

4.

Conditions relating to travel and accommodation arrangements (if purchased through us)

4.1.

Event Packages

You may purchase from West Africa Cycle Challenge a package trip (an "Event Package") for the Event, which may include your entry to the Event and some or all of the following additional elements:

- a) Essential in-country transport, including to or from the Airport to Freetown and/or Monrovia.
- b) Accommodation in Freetown, Robertsport and Monrovia.
- c) Accommodation during the challenge in rural areas. This includes staying in rural community buildings which you, and event equipment, will be over night. You and your equipment will be staying in accommodation and buildings at your own risk.
- d) Meals and water each day whilst in Sierra Leone and Liberia.

For the avoidance of doubt, no Event Package includes a flight reservation, travel insurance or visas. All competitors are responsible for booking their own flights and obtaining appropriate insurance and applying for their own visas.

If you purchase an Event Package from West Africa Cycle Challenge we will be responsible for ensuring that the contract we have with you is properly performed by us and by our suppliers in Sierra Leone and Liberia.

However we will not be held liable where any failure in the performance of the contract is attributable to any of the following causes:

- any reckless or negligent act or acts by you;
- any act carried out by a third party unconnected with the provision of the Event Package;
- unusual, unforeseeable or other circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised by us or our suppliers

#### **VISAS FOR ENTRY TO SIERRA LEONE AND LIBERIA**

##### 4.2.1.

West Africa Cycle Challenge will assist, free of charge, all UK-based participants who are not already in possession of a visa for entry into Sierra Leone and Liberia to obtain one.

Participants who are UK nationals are referred to the High Commission's website. Visit [www.westafricacyclechallenge.com](http://www.westafricacyclechallenge.com) for more information on visa requirements.

##### 4.2.2.

We accept no liability for the loss of or damage to any documents submitted to us in connection with an application for a visa.

##### 4.3.

###### Non-Event Activities

Please note that West Africa Cycle Challenge does not accept any liability to compensate you for any injury or loss arising from you engaging in any Non-Event Activity. This limitation of liability applies even if the relevant Non-Event Activity was suggested or recommended to you by a representative of West Africa Cycle Challenge.

##### 5.

###### Bookings and Payment

Payments are in accordance with the schedule under

A £100 deposit should accompany all applications for Event packages.

This is non-refundable except where your application is not accepted by West Africa Cycle Challenge.

All applications for other packages and race fees should be accompanied by full payment.

This is non-refundable except where your application is not accepted by West Africa Cycle Challenge.

All payments are to be made via one of these options:

Bank transfer to:

Account Name:  
Sierra Leone Marathon Limited  
Account: 26021692  
Sort Code: 560023  
IBAN: GB85NWBK56002326021692  
BIC: NWBKGB2L  
Branch address:  
PO Box 712 94 Moorgate London EC2M 6UR

Cheque addressed to Sierra Leone Marathon Limited and sent to:  
The Event Director  
West Africa Cycle Challenge  
Sierra Leone Marathon Limited  
42-44 Bishopsgate  
London  
EC2N 4AH

All applications will be reviewed within 14 days of application submitted by the West Africa Cycle Challenge. Once this process is complete and your eligibility for the Event confirmed, and cleared funds received in respect of your deposit, you will be contacted with a confirmation of your Registration. In the event that we refuse any application, all payments will be returned within 14 working days of the decision being communicated to you. Your application has not been accepted until you have explicit confirmation from the Event staff of West Africa Cycle Challenge. You will not be eligible to compete in the Event unless full payment of the Challenge Fee and any Event Package Fee has been received, within 60 days prior to the Event.

#### 6. Withdrawal, Cancellations or Alterations

You may withdraw from the Event at any time, subject to the following provisions of this clause. If you withdraw more than 30 days before the Event, you will be entitled to a full refund, less your non-refundable deposit. Alternatively, you may transfer your place to another competitor (a "Substitute"), subject to the Substitute completing and signing a Registration Form, and being accepted by West Africa Cycle Challenge. The Substitute will be responsible for the cost of any changes to the Event Package that you may have purchased. Refunds in respect of withdrawals communicated to us after 30 days prior to the Event are at our sole discretion.

You must communicate notice of your withdrawal from the Event to us in writing by email or post. Withdrawals cannot be accepted over the phone.

We reserve the right to withdraw the offer of a place to you in the Event for any reason and at any time and in such circumstances, we will provide you with a full refund of the Fee.

Should places be oversubscribed, we reserve the right to offer a place in an alternative Event category.

In extreme circumstances, we may change the date of the Event. In the event we change the date of the Event, and you are unable to attend on the revised date, you will have 14 days to inform us in writing from when the change in date is announced to receive a refund of your Fee.

Should we need to change the date of the Event, you will have 14 days to notify of us your withdrawal from the Event and receive a refund but thereafter will be held to the above terms.

We reserve the right to amend the Event format or cancel the Event. We will only exercise these rights due to circumstances beyond our control and in the event of the Event being cancelled we shall provide you with a full refund of your Event Fee (and Event Package Fee, if applicable).

7.

#### Rules and Regulations

You agree to abide by all IAAF Competition and Doping rules. You shall not be entitled to a refund of the Fees if you are disqualified from the Challenge as a result of infringing these Conditions or the IAAF Competition and Doping rules. These rules and regulations may be obtained from <http://www.iaaf.org/antidoping/rules/iaaf/index.html>

Further Event rules (including limits on the time taken to complete the whole or a section of the Event), may be initiated by us at our discretion to ensure the safe and proper running of the Event. You will be informed of these either in your event pack or in a pre-event briefing.

8.

#### Limitation of Liability

Nothing in these Conditions removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which cannot be limited or excluded by the law. Otherwise, we will not be liable to you for: (i) any loss or damage to personal equipment belonging to you; or (ii) any indirect or consequential losses (in any case whether or not such losses were within the contemplation of the parties at the date you submitted the Registration Form) suffered or incurred by you arising out of travelling to or taking part in the Event or any other matter arising under these Conditions, including the rescheduling, relocation or cancellation of the Event. Except as otherwise provided by any applicable laws, our maximum liability to you for any claim in contract, tort, or in any other cause of action arising in connection with the Event shall not exceed the total fees you have paid to West Africa Cycle Challenge.

9.

#### Publicity and Results

You: (i) irrevocably consent to your appearance in the Event being filmed, recorded, incorporated and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats now or invented after the date of these Conditions; and (ii) irrevocably consent to the use and reproduction of your name, likeness, appearance and photographs, films and recordings by all means and in all media for the purpose of advertising, publicity and otherwise in relation to the exploitation of the Event and/or the promotion of the Event and the commercial rights relating to the Event provided that such use does not imply direct endorsement by you of any official sponsor or supplier of the Event. You further hereby waive any moral rights you may have in respect of the same.

10.

#### General

These amended Conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. You acknowledge and agree that by submitting the Registration Form (and the documents referred to in it) you shall not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Registration Form and these Conditions.

If any provision of these Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Conditions, shall be enforced to the fullest

extent allowed by law as to effect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions.

No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

We reserve the right to vary these Conditions by giving notice to you in writing in any official Event material or correspondence prior to the Event.

All decisions and rulings by us, our employees and our agents shall be binding and final.

## 11.

### Event Disclaimer

For the avoidance of doubt, all Event participants consent to the following waiver, disclaimer and release:

By participating in this Event, you do so at your own risk. You assume all risk of injury, illness, damage or loss to you or your property that might result, including without limitation, any loss or theft of personal property.

You consent to medical treatment and associated costs in the event of injury, accident and/or illness during the Event.

You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge the organisers of this event, its principals, its officers & directors, its employees, all sponsors and their representatives and employees from any and all claims or causes of action (known or unknown) arising out of their negligence.

You acknowledge that you have carefully read this 'Waiver and Release' and fully understand that it is a release of liability.

By agreeing to this disclaimer, you are waiving any right that you may have to bring legal action to assert a claim against any and all Event sponsors for their negligence.

You hereby grant full permission to any and all of the foregoing to use your name and likeness in any broadcast, telecast, video or print media reporting or advertising of the Event without compensation.

## 12.

### The legal position of these terms and conditions

These Conditions form a legally binding agreement between you and us.

These Conditions shall be governed by English law and are subject to the exclusive jurisdiction of the courts of England and Wales.

These Conditions were last updated on 20.12.2016.

We reserve the right to update these terms and conditions.