London to Paris Cycle Ride - Terms & Conditions

Introduction

London to Paris cycle ride terms & conditions. TFA Limited's London to Paris cycle ride is a challenge event owned by TFA Limited ("event owners"). TFA Limited is the trading name of The Fundraising Agency Limited, registered address of Kemp House, 152 City Road, London EC1V 9NX, registered company no. 9594972.

You understand and agree that You participate in the event entirely at Your own risk and that no responsibility whatsoever shall attach to any event owners, event sponsors, event directors, or any person involved in the organisation of the event for any injury, accidents, loss or damage suffered by me in, or by reason of the event, however such may be caused. You are healthy and am fit enough to complete this challenge event.

1. Definitions and interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Booking" means Your booking for The London to Paris Challenge Event;

"Booking Confirmation" means TFA Limited's acceptance and confirmation of Your Booking as described in Clause 2;

"Contract" means the contract for the provision of The London to Paris Challenge Event, as explained in Clause 2;

"TFA" means TFA Limited, the trading name of The Fundraising Agency, registered address of Kemp House, 152 City Road, London ECIV 9NX, registered company no. 9594972. and includes all employees, associates and agents of TFA Limited;

"VELO" means Rampage Velo Évents Limited, registered address of Rampage Event Management Ltd., The Coach House, Holt Lodge, Kintbury, Berkshire, RG17 9SX, registered company no. 02358281 and includes all employees, associates and agents of TFA Limited;

"Deposit and booking fee" Means the advance payment made to TFA under sub-Clause 4.3; "Price" means the price payable for The London to Paris Challenge Event if not taking a charity place.

"Terms and Conditions" means these terms and conditions as amended from time to time in accordance with clause 12.6;

"The London to Paris Challenge Event" means The London to Paris Challenge Event which is to be provided by TFA & Velo to you as specified in your booking

"You" or "Your" means you The London to Paris Challenge Event participating in The London to Paris Challenge Event provided by TFA & Velo;

2. The Contract

- 2.1 These Terms and Conditions govern the sale and provision of The London to Paris Challenge Event by TFA & Velo will form the basis of the Contract between TFA & Velo and You. Before making Your Booking, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask TFA & Velo for clarification <u>arun@tfaltd.co.uk</u> or O333 4441189.
- 2.2 Nothing provided by TFA & Velo including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking constitutes a contractual offer that TFA & Velo may, at TFA & Velo's discretion, accept.
- 2.3 A legally binding contract between TFA & Velo and You will be created upon TFA & Velo's acceptance of Your Booking, indicated by the Booking Confirmation. Booking Confirmations will be provided on the TFA Website.
- 2.4 TFA & Velo shall ensure that the following information is given or made available to You prior to the formation of the Contract between TFA & Velo and You, save for where such information is already apparent from the context of the transaction:
 - 2.4.1 The main characteristics of The London to Paris Challenge Event;
 - 2.4.2 Company identity (set out above in sub-Clause 1.1) and contact details (as set out in Clause 10);
 - 2.4.3 The total Price for The London to Paris Challenge Event including taxes or the price and fundraising commitment

2.4.4 The arrangements for payment, performance and the time by which TFA & Velo undertakes to provide The London to Paris Challenge Event;

2.4.5 TFA & Velo's complaint handling policy - available here

2.4.6 The duration of the Contract and the conditions for terminating the Contract.

Your booking

3.1 All participants of The London to Paris Challenge Event must be 18 years or over.

3.2 Your Booking for The London to Paris Challenge Event provided by TFA & Velo made

by You is subject to these Terms and Conditions.

3.3 Subject to clause 9 You may change Your Booking after receiving the Booking Confirmation before The London to Paris Challenge Event begins. TFA & Velo will use all reasonable endeavours to accommodate any requested changes but cannot guarantee that TFA & Velo will be able to do so. If doing so means that TFA & Velo will incur higher costs, TFA & Velo will inform You and ask how You wish to proceed before taking any action. TFA & Velo will not charge You a higher Price without Your agreement.

3.4 You are aware of the physically strenuous nature of this event, the risks both medically and physically. You confirm You are healthy and fit (physically and medically) enough to complete this event. You accept that should any medical or physical condition arise prior to the event which is likely to affect Your ability to compete will be reason to withdraw in accordance with these conditions. "It is strongly recommended that you train for the event and prepare for The London to Paris Challenge Event. If you have not exercised before or for some time, you should consult your doctor before commencing your training for the event. 3.5 Whilst TFA and Velo takes every care with staging the event, You acknowledge that personal accident and personal items insurance is Your sole responsibility. We would advise you not to bring any personal equipment of value to the event. TFA and Velo shall not be liable to the participant for any loss or damage of or to personal equipment belonging to the participant, or any indirect or consequential loss or damage whatsoever arising out of the participant taking part in the event; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity. TFA and Velo will not be liable for any actions of any spectators or other third parties. Nothing in this agreement shall affect our liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

4. Price & Payment

4.1 The Price of The London to Paris Challenge Event will be calculated in accordance with TFA & Velo's price list in place at the time of Your Booking. Booking fees apply and will be applied at the point of transaction. Booking fees are calculated at a minimum rate of 10% or more of the total payment value.

4.2 TFA & Velo's prices may change at any time but these changes will not affect Bookings

that TFA & Velo has already received.

4.3 Single supplement fees may be associated with your challenge if you are taking part on your own and there is not another participant of the same sex to share with. Please check the event page on our via email or telephone as detailed on our website – www.tfaltd.co.uk.

4.4 The Deposit and booking fee payable by You will be clearly displayed during the booking process on the TFA website. If booking via a charity it is their responsibility to display this information on their website

4.5 In certain circumstances, if Your Booking is cancelled before The London to Paris Challenge Event begins, The Price will be refunded in full or in part. Please refer to Clause 9 for cancelation conditions.

4.6 If a Deposit and booking fee has been paid, the remaining balance of the Price (if applicable) will be payable no later than three months prior to the date of The London to

Paris Challenge Event, if applicable.

4.7 Additional items such as out of pocket expenses or any additional items requested by You after the balance of the Price has been paid will be invoiced separately to You. Please note that TFA & Velo will not incur any additional expense without Your prior agreement.
4.8 TFA & Velo use Active & Real Buzz as third party payment partners to register and collect payment for their challenge events. TFA & Velo accept the following methods of payment directly or through their party payment partners:

4.8.1 Debit / Credit Čard

4.8.2 PayPal;

4.8.3 Bank Transfer;

4.8.4 Cheque;

4.8.5 Cash.

4.9 Credit and/or debit cards used for bookings that go via our payment partner, Active, be charges additional booking fees. These are charged at a rate stated on the third party partners website. For this challenge it will be a minimum of 10% of the total transaction cost. 4.10 If You do not make full payment to TFA & Velo by the due date as detailed in Clause 4.5, TFA & Velo may cancel Your Booking. If this occurs, TFA & Velo will retain any payments including your Deposit and booking fee in full.

4.11 Subject to the sole discretion of TFA & Velo the provisions of sub-Clause 4.9 may not apply where You have promptly contacted TFA & Velo to dispute a Booking in good faith.
4.12 If The Booking is for a private trip with TFA & Velo a minimum participant number and price will have been agreed with the lead participant. If the minimum number of participants decreases, the group will still be required to reach the minimum group price. This may therefore affect the individual cost of The Booking.

5. Providing the London to Paris challenge event

5.1 Subject to the receipt of all payments due, TFA & Velo will provide The London to Paris Challenge Event as specified on TFA Website.

5.2 TFA & Velo will make every reasonable effort to provide The London to Paris Challenge Event on time (and in accordance with Your Booking). TFA & Velo cannot, however, be held responsible for any delays if an event outside of TFA & Velo's control occurs. Please see Clause 8 for events outside of TFA & Velo's control.

5.3 If TFA & Velo require any further information, items or action from You in order to provide The London to Paris Challenge Event, TFA & Velo will inform You of this as soon as is reasonably possible.

5.4 If the information or items You provide, or the action You take under sub-Clause 5.3 is delayed, incomplete or otherwise incorrect, TFA & Velo will not be responsible for any delay caused as a result. If additional work is required from TFA & Velo to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or items that You have provided or action that You have taken TFA & Velo could charge You cost price plus £15.00 admin fee for that work.

6. Problems with the London to Paris challenge event

6.1 TFA & Velo always uses reasonable efforts to ensure that TFA & Velo's provision of The London to Paris Challenge Event is trouble-free. If, however, there is a problem with The London to Paris Challenge Event TFA & Velo request that You inform TFA & Velo as soon as is reasonably possible (You do not need to contact TFA & Velo in writing).
6.2 TFA & Velo will use reasonable efforts to remedy problems with The London to Paris Challenge Event as quickly as is reasonably possible and practical in the relevant circumstances.

6.3 TFA & Velo will not charge You for remedying problems under this Clause 6 where the problems have been caused by TFA & Velo any of their agents or employees or subcontractors or where nobody is at fault. If TFA & Velo determines that a problem has been caused by incorrect or incomplete information or items provided by You, or incorrect or incomplete action taken by You, sub-Clause 5.4 will apply.

6.4 When participating in a private group booking, TFA & Velo and the lead participant of The London to Paris Challenge Event may have agreed a target time frame in order to complete The London to Paris Challenge Event. If the collective group pace does not meet the minimum agreed pace, TFA & Velo may be forced to pause, change the itinerary or possibly cancel The London to Paris Challenge Event entirely. TFA & Velo cannot be held responsible for eventualities resulting from the collective pace of the group failing to meet the agreed time frames. No refunds will be made available if such a situation should arise.

6.5 You are responsible for all of Your belongings at all times during The London to Paris Challenge Event. You are welcome to leave belongings in any TFA & Velo vehicles during The London to Paris Challenge Event, but You do so at Your own risk. If belongings are left behind after the completion of The London to Paris Challenge Event, TFA & Velo may endeavour to return items to You at cost price, plus a £10 administration fee as soon as reasonably possible. If belongings cannot be found after the completion of The London to Paris Challenge Event, TFA & Velo shall not be required to reimburse You for any costs of

lost items. All items will be kept for a maximum of 3 months after The London to Paris Challenge Event date and if payment has not been made to TFA & Velo by then, the items will be disposed of and not TFA & Velo's responsibility.

6.6 By accepting these Terms and Conditions, You are confirming that You are in an appropriate level of health and physical condition to participate in The London to Paris Challenge Event and You acknowledge and accept that The London to Paris Challenge Event requires significant training and preparation.

6.7 If You are unable to meet the minimum required pace of The London to Paris Challenge Event as documented on the TFA & Velo website, TFA & Velo reserves the right to insist that You withdraw from participating in The London to Paris Challenge Event. No refunds

will be made by TFA & Velo to You in these circumstances.

6.8 You understand and accept all risks associated with The London to Paris Challenge Event including, but not limited to; falls, contact with other participants, body conditions resulting from extreme weather, traffic and road conditions and the type of terrain. You will gain the correct level of travel insurance covering you for the activity and challenge being undertaken. TFA & Velo reserves the right to ask you for a copy of your travel insurance document. 6.9 The use of headphone music is strictly forbidden as it may interfere with Your ability to maintain awareness of Your surroundings.

6.10 Group safety is a priority to TFA & Velo during The London to Paris Challenge Event, which can be delayed, altered or even cancelled if group safety becomes questionable in the eyes of TFA & Velo staff. Uncontrollable factors including dangerous weather conditions could force changes or cancellation of The London to Paris Challenge Event. The TFA & Velo group leaders will have the final say on whether The London to Paris Challenge Event should be delayed, altered or stopped if group safety becomes questionable in their eyes. No refunds

will be made by TFA & Velo to You in these circumstances.

6.11 Should unforeseen and uncontrollable traffic congestion result in The London to Paris Challenge Event being delayed, altered or stopped, the TFA & Velo group leaders will have the final say. No refunds will be made by TFA & Velo to you in this circumstance.
6.12 Except in exceptional circumstances, TFA & Velo requires that during The London to Paris Challenge Event You remain between the front and back TFA & Velo group leaders.
TFA & Velo cannot be held responsible for Your safety if You choose not to stay in the company or in between of the front and back TFA & Velo group leaders.

6.13 In order to complete The London to Paris Challenge Event you must remain in suitable condition for exercise. The use of drugs, illegal substances and excess alcohol intake will not be tolerated during The London to Paris Challenge Event. TFA & Velo reserves the right to insist that You withdraw partly or completely from participating in The London to Paris Challenge Event if in the reasonable opinion of TFA & Velo you are not in suitable condition for The London to Paris Challenge Event. No refunds will be made by TFA & Velo to You in these circumstances.

6.14 You must inform TFA & Velo of any allergies as soon as possible. Please note that some of the food products given out may contain or have traces of items. You may be allergic to. TFA and Velo cannot be held responsible for any issues resulting from food allergies.
6.15 You must inform TFA & Velo of any health conditions as soon as possible. Please note that there is a medical professional who will be on the challenge and located in the rear vehicle. You must inform him at the start of the event if you have any health conditions or are on any medication at the start of the trip. TFA and Velo cannot be held responsible for any issues resulting from health conditions.

6.16. Participants must be at least 16 at the commencement of the ride to be eligible to ride. Riders between the ages of 16-18 may only take part if accompanied by a parent or guardian (responsible adult).

6.17 Should participants not be able to take up their place on the ride, all donations or sponsorship already paid to the charity partner can only be refunded directly to the donor on receipt of a written request (letter or email).

6.18. Whilst we endeavour to follow the itinerary provided, there may be exceptional circumstances when this is not possible. We reserve the right to cancel or modify the itinerary as necessary. Due to the nature of the rides and the advance planning necessary, changes may have to be made and we reserve the right to do so. Should a material change be necessary, we will inform participants as soon as is reasonably possible.

6.19. Unless a single room supplement is paid for at the time of application, accommodation will be on a shared basis. A rider will only be placed in a shared room with another person of the same sex. Should participants wish to share with someone in particular, this should be specified on the entry form and we will endeavour to meet their wishes but cannot guarantee this.

6.20. All transfers to the appropriate start point for the ride are entirely the responsibility of the participant.

6.21. All participants must be in possession of a valid passport and any visas required for their

ourney.

- 6.22. Travel insurance is mandatory for **ALL** participants our bike rides. Neither holiday nor bike insurance is included in the entry fee. Participants are wholly responsible for arranging their own insurance. Travel insurance must cover the entire duration of the ride in respect of, but not limited to, medical expenses, death, injury, repatriation, cancellation and curtailment. Travel insurance companies must be informed of the type of activity in which riders are participating. Participants should also obtain an EHIC Card (or equivalent if not applicable) which entitles the bearer to varying levels of treatment whilst in the EU. Further information can be obtained from the Post Office.
- 6.23. Participants over the age of 65 or with any on-going medical conditions which may be affected by taking part e.g. a heart complaint, epilepsy or asthma, must provide a medical certificate from their doctor.
- 11. All participants take part at their own risk. We are unable to accept liability for any injury or death, loss or damage however arising, or for cancellation of the event for any reason outside of its control. Registration fees will only be refundable should we cancel the tour. 6.24. It is compulsory to wear a helmet and have working lights and a bell for your bike during the duration of the ride.
- 6.24. TFA limited reserves the right to use any photography or videos taken of participants on behalf of the company to raise awareness for future events or promotional periods.
 6.26. All deposits are non-refundable and once each instalment has been paid, we are unable to refund the amount due to bookings of accommodation, travel, transfer and kit.
 6.27. By agreeing to the Terms and Conditions in this form, participants are confirming that
 - to the best of their knowledge their general state of health is good and they take full responsibility for their health and personal wellbeing. It should be noted, regardless of the age of participant, that every care should be made to ensure that they are fit enough to take on the challenge.
 - Your bike has been serviced in the last six-months and is in suitable working order
 - TFA Limited, Astriid will not be held responsible for any damage, loss or theft caused to any of your personal items, bike, bike equipment or other items.

6.28. For the purposes of this Condition, personal information includes name and contact details medical data collected for health and safety purposes ("Personal Information"). You agree that your Personal Information can be stored, used by Cure Leukaemia in connection with the organisation, staging and administration of the London to Paris Cycle. Medical information will only be used to allow medical assistance to be given during the London to Paris Cycle.

6.29. You agree that your name and contact details can be collected, stored, processed and used by TFA Limited for the purposes of: (a) the promotion and marketing of the London to Paris cycle; and (b) adding you to mailing lists to keep you informed about TFA Limited, any future events and the respective activities.

6.30. If you do not wish TFA Limited to use the Marketing Information or Personal Information other than for purposes related solely to your participation in the London to Paris ride, please email arun@ffaltd.co.uk

7. Our liability

7.1 TFA & Velo provides The London to Paris Challenge Event for private purposes. TFA & Velo makes no warranty or representation that The London to Paris Challenge Event is fit for commercial purposes of any kind. By making Your Booking, You agree that You will not use

The London to Paris Challenge Event for such purposes. TFA & Velo will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

7.2 Nothing in these Terms and Conditions seeks to exclude or limit TFA & Velo's liability for:

(a) death or personal injury caused by TFA & Velo's negligence (including that of

TFA & Velo's employees, agents or sub-contractors); or

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract and these Terms and Conditions.

7.4 TFA & Velo has 10 million pound Employers Liability insurance and 5 million pound Public Liability insurance. A copy of the insurance document is available upon request to the contact details found in Clause 10.

7.5 This Clause 7 shall survive termination of the Contract

8. Events outside of TFA & Velo's control (Force Majure)

8.1 TFA & Velo will not be liable for any failure or delay in performing TFA & Velo's obligations where that failure or delay results from any event that is outside of TFA & Velo's reasonable control. Such causes include, but are not limited to;, storms, floods, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is outside of TFA & Velo's control.

8.2 If any event described under this Clause 8 occurs that is likely to adversely affect TFA & Velo's performance of any of TFA & Velo's obligations under these Terms and Conditions:

8.2.1 TFA & Velo will inform You as soon as is reasonably possible;

8.2.2 TFA & Velo's obligations under these Terms and Conditions will be suspended and any time limits that TFA & Velo are bound by will be extended accordingly; 8.2.3 If the event outside of TFA & Velo's control continues for more than 7 days, TFA & Velo will cancel the Contract and inform You of the cancellation;

8.2.4 TFA & Velo will inform You when the event outside of TFA & Velo's control is over and provide details of any new dates, times or availability of The London to Paris Challenge Event as necessary;

8.2.5 If an event outside of TFA & Velo's control occurs and You wish to cancel the Contract, You may do so in accordance with Your right to Cancel under sub-Clause 9.4.

9. Cancellation and withdrawal

9.1 If You request that Your Booking be cancelled, You must confirm this in writing.
9.2 If You cancel Your Booking, Your deposit and booking fee will be lost in all circumstances as it is non-refundable and non-transferrable.

9.3 If You do not arrive for Your Challenge, Your booking will be lost in all circumstances as it is non-refundable and non-transferrable.

9.4 If You cancel Your Booking more than three calendar months prior to the date of The London to Paris Challenge Event, You will receive a 50% refund of The London to Paris Challenge Event price, excluding the non-refundable deposit and booking fee. The refund will be paid to You within 14 days. If You prefer, You can transfer the value of Your Payment once (excluding deposit and booking fee) towards another TFA & Velo event within the following 18 months from the date of The London to Paris Challenge Event.

9.5 If You cancel Your Booking for The London to Paris Challenge Event between 1 and 3 calendar months before the date of The London to Paris Challenge Event, You will not be entitled to any refund. You may however transfer the value of Your Booking once towards another TFA & Velo event, minus the non-refundable deposit and booking fee, within the following 18 months from the date of The London to Paris Challenge Event.

9.6 If You cancel Your Booking for The London to Paris Challenge Event less than 1 calendar month of the start date of The London to Paris Challenge Event, You will not be entitled to any refund or transfer to another event.

9.7 Any challenge extras purchased can only be refunded if TFA & Velo are not at a loss.

9.8 TFA & Velo may cancel Your Booking at any time before TFA & Velo begins providing The London to Paris Challenge Event in the following circumstances, resulting in a full refund to You:

9.8.1 The required personnel and/or required materials necessary for the provision of The London to Paris Challenge Event are not available and reasonable substitutes cannot practicably be found; or

9.8.2 The minimum number of ten participants is not achieved for The London to Paris Challenge Event, three months before the start of The London to Paris Challenge

9.8.3 An event outside of TFA & Velo's control continues for more than 7 days (please see Clause 8 for events outside of TFA & Velo's control).

9.10 TFA & Velo shall be entitled to cancel The London to Paris Challenge Event and the Contract immediately by giving You written notice in the following circumstances:

9.10.1 You fail to make a payment on time as required under Clause 4; or

9.10.2 You have breached the Contract in any material way and You have failed to remedy that breach within 14 days of TFA & Velo asking You to do so in writing.
9.11 If TFA & Velo cancels Your Booking under sub-Clause 9.10, TFA & Velo will retain any

payments including Your Deposit and booking fee in full.

9.12 For the purposes of Clause 9 a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

9.13 You agree to accept the terms of The London to Paris cycle ride as follows.

The cost of running places and booking fees will not refunded unless agreed by the event director. Places may not be transferred, without the agreement of TFA & Velo. If this incurs any additional costs this will need to be payable by You before the transfer takes place. You agree that if You have signed up via a third party booking site or a charity partner, You will contact them if You wish to withdraw or transfer. TFA & Velo will not take any responsibility for any problems with your booking withdrawal. 9.14 If You are taking part and raising money for a charity and there is an expectation to fundraise for the charity as a condition of entry, TFA & Velo will not accept any responsibility for participants failing to raise the required amount or control the communications from the charity. Participants will need to unsubscribe from charity communications directly and this is not a responsibility of TFA or Velo to do this for You. By accepting a charity place for the event or by choosing to raise money for a charity during the entry process, You consent to TFA & Velo making Your contact details (name, address, email address and telephone numbers) available to the charity concerned if You give consent.

10. Communication and contact details

10.1 If You wish to contact TFA & Velo with questions or complaints, You may contact TFA & Velo by telephone at 0333 4441189, or by email at enquiries@tfaltd.co.uk. 10.2 In certain circumstances You must contact TFA & Velo in writing. When contacting TFA & Velo in writing You may use the following methods:

10.2.1 by email at info@challengecentral.co.uk; or

10.2.2 by pre-paid post at Kemp House, 152 City Road, London, EC1V 9NX.

11. How we use your personal information (data protection)

11.1 All personal information that TFA & Velo may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

11.2 TFA & Velo may use Your personal information to:

11.2.1 Provide The London to Paris Challenge Event to You.

11.2.2 Process Your payment for The London to Paris Challenge Event.

11.2.3 Inform You of new products and services available from TFA & Velo You may request that TFA & Velo stops sending you this information at any time.

11.2.4 In certain circumstances (if, for example, You wish to pay for The London to Paris Challenge Event on credit card) and with Your consent, TFA & Velo may pass Your personal information on to credit reference agencies.

11.2.5 TFA & Velo will not pass on Your personal information to any other third parties without first obtaining Your express permission.

12. Other important terms and conditions

12.1 TFA & Velo's shall be entitled to transfer, assign or sub-contract TFA & Velo's obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party. In such circumstances You will be informed by TFA & Velo in writing. Your rights under these Terms and Conditions will not be affected and TFA & Velo's obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

12.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without TFA & Velo's express written permission and any agreement for transfer shall be at the sole discretion of TFA & Velo 12.3 The Contract is between You and TFA & Velo It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

12.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

12.5 No failure or delay by TFA & Velo in exercising any of TFA & Velo's rights under these Terms and Conditions shall mean that TFA & Velo have waived any such right, and no waiver by TFA & Velo of a breach of any provision of these Terms and Conditions shall mean that TFA & Velo will waive any subsequent breach of the same or any other provision. 12.6 Except as set out in the Contract and these Terms and Conditions, no variation of the Contract or these Terms and Conditions, including the introduction of any additional terms and conditions, shall be effective unless it is confirmed in writing by TFA & Velo 12.7 Any photos taken during The London to Paris Challenge Event may be used for TFA & Velo marketing purposes. Please inform TFA & Velo at any time if you do not give permission for photos of You to be used.

13. Legislation

13.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

13.2 Any dispute, controversy, proceedings or claim between TFA & Velo and You relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

14. Data Protection

14.1 YOU agree for the purposes of this condition; personal information includes medical data collected for health and safety purposes ("Personal Information"). You agree that Your personal information can be stored, used by TFA Limited and shared with their event partners in connection with the organisation, staging and administration of the event. Medical information will only be used to allow medical assistance to be given on the event date. You agree that Your Personal Information and data may be used by TFA Limited and their event partners in connection with the compilation of statistical information and to improve health and safety procedures at this and future events.

14.2. You agree that Your name and contact details can be used by TFA & Velo when You give consent for the purposes of:

- 14.2.2 On the event
- 14.2.3 The promotion and marketing of the event by adding me to a mailing list to keep me informed about this event and any future events and services which You may be interested in, such as leisure activities relating to either similar types of events or activities.
- 14.2.4 Information about our event partners
- 14.2.5 Where You can purchase or download photos from the event.
- 14.2.6 Future TFA & Velo events

14.3 TFA Limited shall take all necessary steps to ensure that personal Information or marketing information pertaining or relating to me which comes into the possession or control of TFA Limited or their event partners shall not be used or reproduced in whole or in part in any form except for the purposes outlined in these conditions.

14.4 If You would not like TFA Limited or our event partners to use the marketing information or Personal Information You supply when entering other than for purposes related solely to Your participation in the event, You do not need to opt in or am aware that You can e-mail

TFA & Velo at bike@tfaltd.co.uk or call the event team on 0333 4441189.

14.5 You are aware that by agreeing to the terms and conditions You will receive a limited number of emails which will include information and latest updates on the event

itself, future events and information about the event charity.

14.6 If You elect to hear from a particular event partner during Your entry by opting in, You agree that Your Personal Information be passed to said partner and accept that You will be contacted by the partner. You understand You will be automatically opted out of receiving such communication at any time, unless You give consent. If You elect to enter any event partner competition or promotion during the entry form, You agree to Your Personal Information being passed to the event partner for the purposes of the promotion if You chooses to opt in.

14.7 We will keep your personal information securely and will only share your data when you have instructed (as per registration form) it is ok for us to do so. As a registrant for London to Paris cycle ride we will use your email address to send you up to four email before the event, it maybe less. Post event, your First Name, Surname and email address will be kept securely so we can send:

Post event information

Information about future events

Details of any lost property we may believe that belongs to you.

You will have the opportunity to unsubscribe by clicking the relevant link in the email or following the process detailed in the email sent to you. All your other personal information (as detailed below) will be purged the day after the event.

- Gender
- Address
- Date of Birth
- Day Phone
- Emergency Contact Name
- Emergency Contact Phone
- What Company you work for (if data entered)
- Charity you are running (if data entered)

15. Final Decision

15.1 All decisions and rulings by TFA & Velo, its employees and its agents are considered final. Accordingly, You agree to comply with all event rules and all instructions and quidelines given by TFA & Velo event crew, stewards, marshals, and safety personnel.

16. Amendments to these T&C's

16.1 These T&C's may need to be amended at any stage. In the event of any amends You agree to allow TFA & Velo to send me a new version.

17. The London Paris Cycle Challenge Event

The London to Paris Cycle Challenge Event is owned and administered by. Tfa Limited. TFA Limited is the trading name for The Fundraising Agency Limited a UK registered company. Registered company no. 9594972