

PARTICIPANT TERMS AND CONDITIONS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.1.1 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

1.1.2 **Event:** the event set out in the Registration Form;

1.1.3 **Event Outside Our Control:** is defined in clause 12.2;

1.1.4 **Event Manager:** the person in charge of your Event in situ;

1.1.5 **Itinerary:** a document identifying the main itinerary for the above Event which may be changed from time to time;

1.1.6 **Registration Form:** the form used (either online or written) to register for the Event;

1.1.7 **Terms:** the terms and conditions set out in this document;

1.1.8 **we/our/us:** Passion in Events Ltd trading as “pie”, “pie events” or “pie cycling events” registered in England and Wales with company number 07981528;

1.1.9 **Your Information:** is defined in clause 11.1.

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

2. EVENT REGISTRATION

2.1 These Terms apply when you register for an Event.

2.2 By signing the Registration Form, you are agreeing to these Terms. Therefore, please ensure that you read these Terms carefully and check that the details in the Registration Form are complete and accurate, before you sign and submit the Registration Form.

2.3 If any of these Terms conflict with any term of the Registration Form, these Terms will take priority.

2.4 By completing and submitting the Registration Form, you are confirming that you are over 18 years old. Unless we agree otherwise in writing, you will not be allowed to participate in an Event if you are under 18.

3. INFORMATION

You acknowledge that any advice or recommendation given by us, our subcontractors, employees or agents which is not confirmed in writing by us, is followed or acted upon

entirely at your own risk. Accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.

4. HEALTH & SAFETY

4.1 You may be required to complete a medical statement or medical disclaimer as part of, or separate to the Registration Form prior to or on the day of an Event. By registering, you agree to the collection of this information. If we or any of our representatives feel that you are not fit to participate in an Event, you will be notified of that and you will not be allowed to participate. You acknowledge and agree that this is for your own safety and as a result, no refunds will be given.

4.2 By submitting your Registration Form you:

4.2.1 acknowledge that there may be risk of personal injury, death, loss or damage to yourself, to others or to property by participating in an Event;

4.2.2 accept that whilst all reasonable care is taken, we cannot accept any liability for any injuries, loss, or damage caused as a result of your participation in the Event and your participation is entirely at your own risk;

4.2.3 acknowledge that neither we, nor any of our subcontractors have any responsibility for assessing your capability to participate in an Event. You further release us and our representatives from any and all claims or liabilities we may have to you or others in that respect;

4.2.4 warrant that you are physically and mentally fit and able to participate in the Event and have obtained all required consents and clearances from your GP to participate in the Event.

5. TRAVEL ARRANGEMENTS

5.1 You acknowledge and agree to comply with any terms and conditions or instructions imposed on or by us, or the relevant third party travel provider in relation to your registration on an Event, at all times. These rules, terms and conditions and instructions are there for your safety. As a result, we or our subcontractors/representatives shall not have any liability to you if you fail to follow these instructions.

5.2 Where your Event includes travel, you agree that the respective transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within those 'Conditions of Carriage'. You can ask us to provide you with a copy of any of the conditions applicable to your journey by contacting us. We may tell you the identity of your carrier when your registration is confirmed or as soon as we know. You acknowledge that failing to comply with any such 'Conditions of Carriage' could result in you being stopped from participating in an Event. In these circumstances, no refunds will be given.

5.3 If you are participating in an Event for which you have made your own travel arrangements, you shall be fully responsible for those arrangements and we shall have no liability to you (or any third party) if you suffer any loss as a result of an Event being cancelled, suspended or delayed.

6. SOCIAL MEDIA, IMAGES AND VIDEO

- 6.1 You acknowledge that images and/or video will be taken during the Event by us, our representatives or other participants for our promotion or the promotion of events. You acknowledge that we have no control over images and/or videos taken by participants who may use such images in the public domain.
- 6.2 By registering for an Event, you are giving consent to us and grant us a licence to take and use images, videos and any other form of media from an Event and that any such images, videos or other media may be used by us or our representatives on any social media or other media platform, which you acknowledge may be made available to the public.
- 6.3 You acknowledge that:
- 6.3.1 once images or videos are in circulation or have been published, it may be impossible to remove them; and
 - 6.3.2 it is not our responsibility to remove the images or videos, save for any videos or images on our website or social media platforms.

7. YOUR OBLIGATIONS

You agree:

- 7.1 to tell us all information requested by us in a timely manner;
- 7.2 that any rental equipment subcontracted by us will be checked by you;
- 7.3 that all information supplied by you to us will be accurate and complete and that we may rely upon such information;
- 7.4 at your own expense, to obtain the appropriate visas and adequate travel insurance in respect of the Event;
- 7.5 to ensure that you are fit and healthy and otherwise capable of participating in an Event. If you have any existing medical conditions, you will need to be certified as being capable of participating in the Event by a duly qualified medical practitioner before you are able to take part. The certification must be provided within two weeks of registering or eight weeks before an event (whichever date is furthest from the date of the Event). Should your medical practitioner not deem you fit enough to participate for whatever reason, you may be asked to cancel your participation in an Event without a refund of any monies already paid;
- 7.6 to notify us immediately of any changes to any of your details or circumstances, (including but not limited to, name, contact details and medical conditions);
- 7.7 to pay when required any amounts due from you in respect of the Event; and
- 7.8 to comply with our reasonable instructions (and the instructions of our subcontractors as notified to you) at all times.

8. PASSPORTS, VISAS, VACCINATIONS, INSURANCE & EQUIPMENT

You are responsible for:

- 8.1 obtaining (at your own cost) and must be in possession of a valid passport, visas and vaccination certificates required for the whole of your journey in connection with an Event;
- 8.2 taking out appropriate travel and cancellation insurance (including personal belongings cover) prior to the Event at your own cost. Neither we nor any of our sub-contractors will take out or maintain any such insurances on your behalf; and
- 8.3 all of your belongings when taking part in an Event and you acknowledge that neither we, nor our sub-contractors and agents shall have responsibility in respect of the loss or damage to any of these items.

9. ITINERARY

There may be exceptional circumstances when an Event itinerary may need to be changed. As such we reserve the right to cancel or modify an itinerary as necessary. If we make a material change (including but not limited to a significant change of location or destination, route, a change of flight time by more than 12 hours or a change of airport) you will be informed.

10. EVENT CANCELLATION/SUSPENSION

- 10.1 We intend that the Event will run as planned as set out in the Itinerary. But if, for example, there are not enough people who have registered for an Event or you fail to meet any minimum sponsorship requirements we have notified to you, we may cancel the Event or you may be removed as a participant from the Event. We will contact you if any refund will be given.
- 10.2 We reserve the right to cancel the Event in any circumstances but if we cancel the Event you may, in some circumstances, be eligible for a refund of a proportion of the price you have paid.

11. YOUR DATA

- 11.1 We will collect certain information from you which may be considered sensitive personal data (including but not limited to your name, next of kin, contact details, travel preferences and special needs/disabilities/dietary requirements) (**Your Information**) via the Registration Form or other means. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent.
- 11.2 We may disclose Your Information to our service providers (who could be located outside the UK/EEA) for the purpose of providing you with our services (such as medical cover), including your flight, hotel booking, Event or insurance. Only information necessary for this purpose will be disclosed to them. For overseas travel, it may be a mandatory requirement to disclose Your Information for security and anti-terrorism purposes, or any other purposes which is determined appropriate. Even if not mandatory, we may also exercise our discretion to assist where appropriate. If we search against the files of credit reference agencies, they will record the search and hence the way in which you conduct your account with us may be shared with other lenders and credit agencies.

- 11.3 We will only collect and use Your Information in accordance with the current Data Protection Legislation.
- 11.4 By submitting your Registration Form you are consenting to such collection, use and disclosure of such data. You also agree for your insurers, their agents and medical staff to disclose relevant information (which may contain sensitive personal data) to us in circumstances where we need to act either in your interest or in the interest of everyone in the group you are travelling with.
- 11.5 You have the right to ask in writing:
- 11.5.1 for a copy of the information we hold about you (for which we may charge a fee) and to correct any inaccuracies in Your Information; and
- 11.5.2 to ask not to receive direct marketing material about our products and services.
- 11.6 We confirm that we have taken all reasonable steps to have in place appropriate security measures to protect Your Information.
- 11.7 Please refer to our Privacy Notice for more information.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1 Neither we, nor our subcontractors or representatives will be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.
- 12.2 An **Event Outside Our Control** means any act or event beyond our reasonable control including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

13. OTHER IMPORTANT TERMS

- 13.1 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you of this in writing.
- 13.2 Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.3 Any delay in insisting you do anything does not constitute a waiver of that obligation and any waiver of these Terms will only be effective if it is in writing and signed by us.
- 13.4 In the unlikely event you have a complaint you should contact your Event Manager on the Event who will, where possible, attempt to resolve your complaint as soon as possible.
- 13.5 If a company or charity are responsible for booking the Event and making payment for that Event then any services we are providing are being provided directly to your company and/or

charity and there is no contract between you and us. Any queries you have in relation to an Event should be addressed to your charity or company contact.

13.6 These Terms are governed by English law. By submitting your Registration Form you agree to submit to the non-exclusive jurisdiction of the English courts.

13.7 The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Passion in Events Ltd (5489), and in the event of their insolvency, protection is provided for:

Non-flight packages

13.7.1 ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Passion in Events Ltd.

13.7.2 In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

13.7.3 You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

13.7.4 You can find out more about ABTOT here: <https://www.abtot.com/>