



Bike Ride 2020

Terms and Conditions of Entry:

The Terms and Conditions detailed below apply to all riders participating in the Dougie Mac Bike Ride operated by the Douglas Macmillan Hospice. Completion of the Registration Form or the purchase of entry by (or on behalf of) the rider (you) acknowledges acceptance of these Terms and Conditions.

SECTION A: GENERAL TERMS AND CONDITIONS

Format

- 1) The event you are entering is not in any way, shape or form a race. Results will only be published for individuals. Anyone found to be competing with or against another participant or other participants will be stopped from riding in the event.

Conduct

- 2) You are responsible for your actions whilst in attendance of the event. This includes all aspects of the event from arrival to the time you leave including the ride itself. The Douglas Macmillan Hospice does not accept or take responsibility for any of your actions or the consequences that are a result of them.

Age Requirement

- 3) The Event Registration Form or purchase of entry to the event must be completed by a competent person aged 18 years or more. Evidence of age must be provided if it is asked for.
- 4) Riders who are under the age of 18 are allowed to participate in the event with the consent of their parent or legal guardian who must sign the Event Registration Form or purchase of entry on their behalf. Through signing the Event Registration Form or purchase of entry, you fully accept the responsibility for their actions and consequences of the rider whom you have entered. All riders under the age of 18 must be accompanied by an adult who is responsible for them at all times during the event.

Equipment

- 5) To take part in the event, you must wear a safety-approved helmet that complies with the latest EN1078, ANSI Z90/4 or SNELL standards during the ride. Any rider who does not bring a helmet will have to purchase one in order to be allowed to ride in the event. Any rider who is seen to be riding without a helmet will not be covered by the event insurance and will be removed from the event. Should you be involved in an accident, then you could be liable for any damages that occur as a result. You must accept this as a condition of entry.
- 6) You can confirm that the cycle/bike/tandem you are riding for the event and all of the equipment on your bike is of a suitable standard and state of roadworthiness to complete the distance of your specified route.
- 7) If you are going to be using an E-bike at the event, it must be fully compliant with UK law. Therefore, they cannot be chipped or overpowered. These are considered illegal in the UK and won't be allowed at the event.
- 8) Should you ride an E-bike, we are bound by a duty of care to prioritise our resources to deal with genuine medical or mechanical issues. Therefore, a flat E-bike battery is not constituted as a genuine mechanical issue. Instead, it is due to poor planning on your behalf not to check the level of your battery. Due to the size of an E-bike, you should note that you may have to wait longer for a suitable vehicle to become available in order to collect you and your bike. Should this happen, you would be asked to make your way to the nearest feed station or a safe place on route to ensure your safety until we are able to collect you.
- 9) We reserve the right to refuse entry to anyone who we deem to have inappropriate clothing or equipment.

Douglas Macmillan Hospice, Barlaston Road, Stoke-on-Trent, ST3 3NZ
W: www.dmhospice.org.uk E: events@dmhospice.org.uk T: 01782 344359

Douglas Macmillan Hospice is a company limited by guarantee and the registered number is 03615904
Registered Charity Number: 1071613



Parking

- 10) Neither the Douglas Macmillan Hospice nor Wedgwood accept any responsibility should any damage be caused to your vehicle or property whilst parked on either respective site. Nor does either company accept liability theft of vehicles and/or their contents.
- 11) You must listen to the instructions of the car parking marshals located at the car parking sites as to where and how to park your vehicle
- 12) Parking is available in Car Park A at the Douglas Macmillan Hospice and at the Main Corporate car park at Wedgwood. You must not use the Visitor Car Park at Wedgwood accesses by East Road. This is strictly for visitors to Wedgwood.

Routes

- 13) Through signing up to take part in the event either via the Event Registration Form or purchasing an entry, you are agreeing that you are physically and mentally capable of riding the distance of the route you have chosen. If you decide to change the route that you are riding on the day, you do so at your own risk.
- 14) The route will be sign posted with appropriate signage to warn of any risk points. The absence of a sign(s) does not mean that there are no dangers upcoming. It is up to you, the rider, to make a decision about sections such as this on the route including the road surface – e.g potholes. The marking of the route serves as a guide and does not necessarily indicate that the ride is rideable. You are deemed to make your own decision on how to proceed.
- 15) We reserve the right to alter, shorten or lengthen the published route at any time. You do not have the right to claim a refund if the route is shortened or adjusted.
- 16) Should you fail to complete the route for any reason, you have the responsibility to inform the event centre before the close of the event. Should you not do so and a search is organised, the cost of the subsequent search will be billed to you.

Rules

- 17) As a rider, you must always adhere to and obey the Highway Code as well as the laws and local bylaws that are statutory in England.
- 18) You must be courteous and considerate to other road users both public and vehicular.
- 19) Riders must ride no more than 2 abreast at any time and are requested to ride in single file. Please beware of your fellow cyclists, road users and any other traffic.
- 20) When approaching a junction where you have to stop, give way or change direction, you must always indicate your intention to alert other road users that you will be stopping or changing direction.
- 21) Litter must not be dropped on any part of the route. You must dispose of it at an appropriate place or in a litter bin. Any riders who are caught littering will be excluded from the event.
- 22) You are expected to respect all areas of the route and keep noise to a minimum as you pass through populated areas, especially during the early stages of the event. It should also be remembered that, as well as being home to many communities, the route is a working landscape. If you need to stop for a comfort break, you are asked to do so with respect and do so discretely to not cause offence to local residents or other road users.



Accidents

- 23) Should you be involved in an accident or cause one, you will be fully responsible for any fees or costs that are incurred as a result. This includes, but is not exclusive to, fees from Police, Air Ambulance, Fire and Rescue and the Ambulance Service. In the event that you are not capable of making the decision to call the emergency services, a member of our Team or of the public may call on your behalf. Should this situation arise, you still accept the costs and consequences of such actions.
- 24) If there is the need for repatriation, you accept full responsibility for any fees or costs that arise from such a process.

Insurance

- 25) Your participation in the event is at your own risk.
- 26) Third party insurance cover is provided for all riders who are participating in the event. This covers claims that come from accidental damage to third party property. However, if it is deemed that you acted negligently then this cover will be voided. No further insurance cover is provided by us for riders you take part in the event.
- 27) You are strongly advised to organise personal insurance cover for the event.

Recordings

- 28) Through participating in the event, you confirm and agree that we and third parties authorised by us may record you via a range of media (photographs, film, audio, audio visual or other recordings) during the event. We shall own all of the rights from any such recordings and you hereby (i) assign to Dougie Mac any and all present and future copyright, performance rights and any other right, and waive the benefit of any law known as 'moral rights'. (ii) You consent to any of the recordings being used in any future marketing and/or publicity materials. As a result, you hereby release us (Dougie Mac) from any and all liability as well as waiving any right to compensation you may have for appearing in any recording that is taken as part of the event.

Cancellations

- 29) The entry donation will not be refunded under any circumstances.
- 30) We reserve the right to cancel & rearrange the event due to extreme weather conditions. Should this happen, we will inform you at the earliest possible opportunity. No refunds will be issued, nor will any compensation be given towards your travel or accommodation costs.

Personal Information

- 31) Your personal information will only be used in line with our Privacy Policy

Applicable Law

- 32) Should you wish to take court proceedings, the relevant courts of the part of the United Kingdom that you live in will have non-exclusive jurisdiction in relation to this contract