

## Terms & Conditions

1. Anyone taking part in this event is acting as a volunteer for Headway and is responsible for and obtaining all necessary permits and permissions in respect of public collections.
2. Headway is working with African Bikers in South African to organise accommodation, meals, first aid and cycling guides for the Headway Cycle Challenge (“the Event”) in South Africa and accepts no liability for any loss or damages what howsoever arising or for cancellation of the Event for any reason.
3. Headway is working with Neenan Travel for all travel arrangements. Any changes, deviations required need to be booked through them directly.
4. All participants take part at their own risk. Headway has no control over what happens on the Event. Headway is, therefore, under no liability in contract, negligence, or otherwise for any matter occurring during those dates or for any loss or damage sustained by any participant during those dates.
5. **REGISTRATION FEES AND DONATIONS** 5. To secure your place you will need to: Fill in and return the enclosed registration form by 1<sup>st</sup> March 2018 along with your €300 non-refundable registration fee. You will need to pay the tour costs by June 1<sup>st</sup> to secure your place on the trip. N.B. No travel arrangements will be made for you until the balance of the tour cost is paid. Before 1st Septmber 201 you must have raised and paid the remaining of your Sponsorship balance otherwise you jeopardise your place on the trip.
6. If you are unable to obtain the minimum target amount of sponsorship you are liable to forfeit your place on the Event and your non-refundable registration fee of €300; donations will only be refunded directly to the donor, upon written request by the donor.
7. You must make it clear to all your prospective sponsors that €2,200 of the €5,000 comprises the cost of registration and participation in the Event.
8. Should Headway cancel the Event, the registration fee of €300 will be refundable to you; donations will only be refunded directly to the donor, upon written request by the donor.
9. Should you not be able to take up your place on the Event, donations and registration fees will not be refundable to you; donations will only be refunded directly to the donor, upon written request by the donor.
10. All funds raised in the name of Headway in connection with the Event must be paid as soon as practicable to Headway [in accordance with the method of payment provisions in the attached Application Form].

### **SAFETY RULES**

11. Safety approved cycling helmets are compulsory.
12. You may not deviate from the official route.
13. You are to obey the local traffic regulations, traffic officers and authorised marshals at all times.
14. You may not use your mobile phone or a personal music system while cycling.

### **Passports, Visas**

Volunteers are responsible for arranging, and must be in possession of a valid passport and any visa required for the whole of their journey. Information about these matters or related items (climate, clothing, baggage, personal gear etc.) is given in good faith but without responsibility on the Company.

## **Insurance & Cancellation**

Insurance Travel insurance is mandatory for all clients whilst on the Headway challenge. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. Clients are responsible for ensuring that they are in possession of private Travel Insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate cover. Clients should ensure that there are no exclusion clauses limiting protection for the type of activities included in their tour. Clients should satisfy themselves that any travel insurance arranged through the Company is what they require and should arrange supplementary insurance if need be. Clients will be deemed to have read the insurance cover.

## **Itinerary**

While African Bikers will endeavour to follow our itinerary, there may be exceptional circumstances when this is not possible. African bikers reserve the right to cancel or modify the itinerary as necessary. Due to the nature of the trips arrangements they have to be planned well in advance, so changes may have to be made and the Company reserves the right to do this. Should a material change be necessary African Bikers will inform us as soon as reasonably possible. A material change includes, for example, a significant change of destination or route time by more than 12 hours.

## **Medical Form**

Prior to the event you will be asked to complete a medical questionnaire. If you are over 60 years of age or if you have any medical condition that could be adversely affected by exercise, particularly a heart condition or asthma, you must provide Headway with a medical certificate from your doctor. By signing this form you are confirming that, to the best of your knowledge, your general state of health is good and that you take full responsibility for your health and personal wellbeing.

## **Minimum Age**

Participants must be over the age of 18 on the day of departure. Headway reserves the right to refuse participation to anyone at any time without having to disclose the reason.

## **Challenge Participation**

Headway will accept your booking on the understanding that you realise the hazards involved in this type of tour, including injury or death, disease, loss or damage to property, and that you come on the tour at your own risk. We accept no liability for any injury resulting from the hazards of cycling or any other activity included in the itinerary, or for any other mishaps to yourself or your property, and in particular as a consequence of strikes, wars, riots, sickness or other such happenings. Any independent travel arrangements that you make are also at your own risk. While on the cycle, illegal behaviour or conduct considered unsuitable will not be tolerated and could result in the participant being asked to leave the cycle with no refund. The decision to participate in the cycle or parts therein lies with each individual.

## **Equipment**

African Bikers will supply Road Bikes with Carbon frame, Shimano 105 group. Volunteers taking their own equipment on tour are responsible for any charges for transportation levied by the transport provider including excess baggage. You must wear a helmet on this trip. Volunteers not taking advantage of the tour bikes being offered by African Bikers are responsible for ensuring that their bike is in a suitable condition for participation in a cycle of this nature. The company will endeavour to accommodate clients, but cannot guarantee that correct tools and spares will be available.

### **If you have a complaint**

Should you have a complaint about any of the tour arrangements, you must tell the Headway representative and African bikers whilst on the trip or within 14 days of the end of the Event. It is only if we know about problems that there will be the opportunity to put things right.

### **Delays**

The timings of road, ferry or flight departures are estimates only. We cannot accept liability for any delay in your travel arrangements from or to Ireland whether the cancellation or delay is caused by adverse weather conditions, rescheduling by a transport provider, port authority, mechanical breakdown or industrial action. Where long delays result in lost challenge time, no refunds are given by hotels or suppliers. Similarly, transport providers do not offer compensation for delays.

### **Waiver**

Participants hereby acknowledge that they take part in the Event and all functions and events related thereto at their own risk. Participants hereby agree for themselves, their executors, administrators, heirs, next-of-kin, successors and assigns to waive release and discharge and to neither have nor institute any claims whatsoever against Headway. This waiver covers death, disability, personal injury, damage to and loss of property of a participant and is effective whether or not such death, injury, damage or loss may have been caused directly or indirectly or wholly or partly by any act or omission including negligence, of Headway and African Bikers or their respective servants, agents and contractors and will bind the heirs, executors and/or trustees of the estate of a participant.