



## **Newborns Vietnam's Terms and Conditions for the Cycle a Difference Asian Business Ride – 22<sup>nd</sup> – 25<sup>th</sup> March 2018**

Before registering and participating in the "Cycle a Difference Asian Business Ride" (the "Ride") each individual ("you" or "rider") must agree to the following terms and conditions of entry and the rules and regulations set out below.

### **1. Your reservation for the Ride**

All bookings are made and accepted subject to the terms set out in these conditions. We reserve the right to refuse a reservation without explanation but will refund any registration fee made. Your company or team's place on the Ride is reserved and is not confirmed until the registration fee of \$500 is received.

### **2. Changes to the Ride**

We plan the Ride many months in advance and though it is unlikely we will have to make any changes to ride schedule and arrangements, it can happen. Most changes are of a minor nature and we will advise you at the earliest possible date. If we are forced to cancel, or in any way change, your tour due to war, threat of war, riots, civil commotion, industrial disputes, disaster, terrorist activities, technical or other problems with transportation, alteration of cancellation or scheduled services or other events outside our control, we will not be liable for any modification, cancellation, extension or delay in the arrangement.

Please note that there may be changes to the route due to road conditions, weather and other environmental factors.

### **3. Cancellation of the Ride**

We reserve the right, in any circumstances, to cancel your Ride. However in no case will we cancel your Ride less than 6 weeks before the scheduled departure date, except for the reasons detailed in Conditions (2). If, due to events beyond our control, we are no longer able to provide the Ride, we will return to you your registration fee.

### **4. Your Responsibility**

Cycling is a potentially dangerous activity. All companies/persons participating in the Ride do so at their own risk and accept that Newborns Vietnam, the Cycle a Difference team and our tour operators cannot be held responsible for personal injury, accident, loss, damage or public liability, and by taking part in such activities acknowledge and assume the risks inherent therein save for negligent acts and/or omissions on the part of Newborns Vietnam, its volunteers, agents or suppliers, so far as is allowable within the law.

- (i) We shall not be responsible nor do we accept liability for death, personal injury or illness caused to you and/or to any named person on the booking form;
- (ii) You use any transportation arranged by Newborns Vietnam at your own risk;
- (iii) We cannot be held responsible for the condition of any route incorporated in a Ride;
- (iv) Each person who takes part in a Ride shall indemnify us against any and all liabilities, claims and costs incurred by or made against us arising out of any act or omission of that person or of the party of which that person is a member; and
- (v) We reserve the right to prohibit any person from taking part in a Ride who, in our view, is a danger to him/herself or to any of the participants on the Ride. In the event that we prevent such a person taking part in any Ride pursuant to this sub-clause no refund or compensation whatsoever shall be payable by us. No persons will be accepted to participate in the Cycle a Difference challenge unless they have arranged and paid for appropriate personal insurance cover for the duration of the Ride and the period of travel.

## 5. Your Responsibility: Sponsorship

Once your place on the Ride is confirmed, the \$500 registration fee is non-refundable, see cancellation terms below. The Ride has a minimum company team/individual sponsorship of \$6,000 payable to Newborns Vietnam as follows:

Registration Fee paid on Registration	\$500
Sponsorship raised by 21 <sup>st</sup> March 2018	\$6,000

## 6. Your Cancellation

If you wish to cancel your confirmed reservation this must be done by email to Newborns Vietnam, [info@newbornsvietnam.org](mailto:info@newbornsvietnam.org). If you cancel, Newborns Vietnam will not refund the registration fee.

Please note that if the reason for cancellation falls within the terms of any insurance policy, which you may hold, then the insurance company will normally refund any such charges to you.

## 7. Cancellation & Sponsorship

If, in the event of cancellation, all or part of the sponsorship sum has been raised and paid either via Just Giving or as direct payment to Newborns Vietnam, Newborns Vietnam will be entitled to retain the donations and apply this sum towards nurse training.

## 8. Service

Our aim is to ensure that the Cycle a Difference Asian Business Ride is as enjoyable as possible, but if you have a problem during the Ride it is important that you advise the ride captain and tour manager they will endeavour to resolve any issues/problems as swiftly as possible.

## 9. Your Contract with Newborns Vietnam

Your contract is made on these terms and conditions, which are governed by English Law, and you agree to submit to the jurisdiction of the English courts.

## 10. Insurance

All participants in the Cycle a Difference Asian Business Ride must be properly covered from the time of registering with adequate travel insurance which may, if called upon, cover cancellation or curtailment, medical expenses, personal liability, loss of personal effects and luggage, certain benefits in the event of death, loss of limbs, eyes etc.

## **11. Agreement**

By registering and confirming your participation in the Cycle a Difference Asian Business Ride you must follow the Rules and Regulations of the Ride. By entering the Ride you are confirming that you have read and understood the rules and regulations and that you agree to abide by them.

### **Cycle a Difference - Rules and Regulations**

- 1) All riders must be 18 years or over on the start date of the event.
- 2) Approved safety cycling helmets must be worn for the full duration of each days riding by all riders.
- 3) It is up to the rider to familiarise themselves with the daily riding schedule and timings and ensure they are in the right place at the right time. It is particularly important to pay attention to hotel check out times, daily loading of bags on the support van and check in times for your flights.
- 4) If for reasons of your own safety/health or the overall running of the ride you are requested to ride in the Support Vehicle for a time, you must comply.
- 5) Riders will follow group riding etiquette at all times and not endanger themselves or their fellow riders. See our Rider Information for more information on this.
- 6) Riders must seek medical advice if they are unsure about their fitness or have health concerns. It is the responsibility of the rider that they are fit at the start of the Ride. Riders must inform the ride captain or support team if they feel unwell.
- 7) Only road bikes are permitted. Bikes must be in safe working order at the start of the Ride. Carbon Rims are not allowed.
- 8) Riders may not deviate from the official route and must be aware of the rules of the Ride as provided at the start of the Ride and in the daily Ride briefings.
- 9) Riders may not use mobile phones MP3 players/ipods while riding.
- 10) The daily Ride will take place regardless of bad weather and will only be cancelled, re-routed or stopped for reasons of safety. Riders are made aware that heavy showers are frequent in Vietnam.
- 11) Entry to the Cycle a Difference Asian Business Ride is at the discretion of Newborns Vietnam.

### **Waiver and Indemnity**

- 1) Riders hereby acknowledge that they take part in the Cycle a Difference Asian Business Ride and any activities related to the Ride entirely at their own risk.
- 2) Riders agree for themselves, their executors, administrators, heirs, next-of-kin, successors and assigns to waive release and discharge and shall neither have nor institute any claims whatsoever against Newborns Vietnam and its trustees, volunteers, freelancers, local provincial and national governmental authorities, Ride sponsors, charities, and other involved

organisations and their employees, volunteers, agents or contractors to the fullest extent permissible under the Unfair Contract Terms Act 1977 or any other applicable law.

3) Riders hereby indemnify and hold harmless the organisers, sponsors, charities and their employees, agents, volunteers or contractors from all liability and claims made by other individuals or entities as a result of any of the Rider's actions during an event.

4) This waiver and indemnity covers death, disability, personal injury, damage to and loss of property of a participant (including theft of or damage to a bicycle) 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 any of the organisers, charities or sponsors and their employees and will bind the heirs, executors and/or trustees of the estate of a rider.

5) Should liability be found to exist in respect of any one of the organisers, sponsors, or charities for any reason then that liability shall not exist in respect of the other organisers, charities and sponsors unless specific grounds exist for liability on their part.

### **Declaration**

I have read and agree to abide by the Terms & Conditions, Rules and Regulations and Rider Information for the Newborns Vietnam Asian Business Ride which I understand may change from time to time. I have read and agree to the terms of the Waiver and Indemnity above.

I understand that Newborns Vietnam Cycle a Difference Asian Business Ride will involve lengthy strenuous activity and that I need to achieve an appropriate level of fitness in order to participate. Before the start of the Ride I am taking part in, if I have any concerns whatsoever about my physical fitness or health, or any medical conditions that may affect my safe participation, I will consult my Doctor. I certify that I am physically fit and I hereby assume all the risks of participating in the event. If I experience any pain or discomfort during the Ride I will immediately inform the Ride captain. I agree to submit to any medical examination diagnosis or treatment administered by a suitably-qualified doctor.

Any medical information held by Newborns Vietnam may be released to such a doctor as may be appropriate in the event of illness or an accident on the trip. In the event of an emergency I hereby consent to such medical treatment as may be deemed advisable and authorise Newborns Vietnam to notify my next of kin.

I understand that the Newborns Vietnam Cycle a Difference Asian Business Ride may be photographed and recorded and hereby give permission to Newborns Vietnam to use such images and recordings of myself to promote the work of the charity.

I hereby certify that the information provided by me for this Ride is true and correct.

Signed

Date

**Please print two copies each of both this Terms and Conditions.**

Sign one copy and return by email to: [suzanna@newbornsvietnam.org](mailto:suzanna@newbornsvietnam.org)