Terms and conditions - The Nello

General

Your safety is of paramount importance. Please ensure that you follow all safety instructions and training procedures when participating in The Nello.

We have taken all reasonable steps to eliminate the chance of injury but there is a certain minimal risk in every activity, and you should withdraw from the event if you have any doubts. FORCE Cancer Charity, its employees, agents and volunteers accept no liability whatsoever to participants or spectators in respect of any loss, damage or personal injury which may be sustained in the course of this event other than personal injury (including death) caused by our negligence. Liability cannot be accepted for any damage, injury or loss arising from the negligence of participants (whether through failure to observe the rules of the event or otherwise).

Before registering for this event, you should be fit to participate, seeking medical advice if appropriate. You should inform the event organisers of any relevant existing medical conditions and any arising after registration that might affect your participation.

Fundraising

The Nello is an event organised by FORCE Cancer Charity, funded by the charity, to raise funds for the charity, supporting local people affected by cancer. Under no circumstances should you raise funds for another charity when participating in the event.

Age

The minimum age for participants in The Nello is 14. This assumes an average level of competence and maturity. However, all participants under 18 require parental consent and it is for responsible guardian to decide if the event is appropriate for the young person, seeking additional information, if necessary. Under 18's must ride with their responsible adult in a ratio of no more than 3:1.

We reserve the right to prohibit individuals from taking part and will do so if participants under 18 have failed to provide evidence of guardian consent.

To participate in The Nello for FORCE Cancer Charity you must agree to the terms and conditions below. These terms constitute an agreement between FORCE and you as a participant.

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1. Definitions glossary

The following terms shall have the meanings explained below, unless the context otherwise requires:

Entry Fee	the fee that must be paid to FORCE per participant to gain entry on the Event
Event	the event you are signing up to participate in, in this instance The Nello
Event Organiser	FORCE Cancer Charity organiser of The Nello
Event Date	the date of the Event, as specified in the Event Conditions
We	FORCE Cancer Charity
You	the Event participant
Event contact details	thenello@forcecancercharity.co.uk 01392 402875

2. Registration and participation

2.1. You confirm that you will be at least 14 years of age on the date of the event.

2.2. All participants under 18 require guardian consent and it is for the responsible adult to decide if the event is appropriate for the young person, seeking additional information, if necessary. Under 16's must ride with their responsible adult at a ratio of no more than 3:1.

2.3. We reserve the right to prohibit individuals from taking part and will do so if participants under 18 have failed to provide evidence of guardian consent.

2.4. You understand that, in applying for a Charity Place, FORCE Cancer Charity may need to share personal information such as your name and contact details with third parties involved in the administration of the event.

2.5. You agree to pay a registration fee to FORCE Cancer Charity which will secure your entry in the event. You understand that the registration fee is fully refundable during the statutory 14-day cooling-off period. After which you may cancel for a partial refund up until 6 weeks prior to the event in accordance with the cancellation terms below.

2.6. Up until three weeks prior to the event, you may defer or transfer your place in accordance with the terms of deferral and transfer of places below.

2.7. Any funds you raise over and above the registration fee will be used to support the work of FORCE Cancer Charity.

2.8. You will collect and pay all money you have raised to FORCE Cancer Charity within **two weeks** of the event.

2.9. If for any reason you are unable to take part in the event, you will inform the FORCE Cancer Charity Events Team as soon as you can and, subject to any matters in relation to section 4, you will forward any outstanding sponsorship monies to FORCE Cancer Charity in accordance with the Terms and Conditions.

2.10. You are aware and acknowledge that FORCE Cancer Charity reserves the right to cancel your charity place in the event should you fail to comply with your agreed obligations.

3. Health, safety and fitness

3.1. You are medically and physically fit and understand that you are taking part in the event at your own risk and will not hold FORCE Cancer Charity or any connected persons responsible for any accident, injury or illness sustained in your training or taking part in this event.

3.2. You will fully prepare for the physical challenge of the event and will, if indicated, check with your doctor to ensure that you are medically fit to participate in the event.

3.3. You will comply with any health and safety and other rules or guidelines issued by FORCE Cancer Charity or anyone acting on behalf of FORCE.

3.4. You will adhere to the cycling highway code, you will cycle sensibly and understand that in taking part in this event you are representing FORCE Cancer Charity.

3.5. You will take all necessary safety precautions and responsibility for your bike.

3.6. You will wear a helmet.

4. Event postponement or cancellation

4.1. The Event Organiser reserves the right to cancel or reschedule the event.

4.2. If the Event is cancelled, Event Organiser will where possible transfer your registration fee to a future Nello Event. This is subject to availability and FORCE Cancer Charity reserves the right to treat the registration fee as a non-refundable donation.

a) If the Event Organiser cancels the event or you do not participate in the event for any reason, including rescheduling of the event, FORCE Cancer Charity will not:

i) be liable for any costs that you or any third party acting in respect of your participation has incurred in relation to the event;

ii) reimburse you or any third party acting in respect of your participation any cost, expenses or loss (including in particular economic or consequential loss) they have incurred in relation to the event;

5. Requests to defer, transfer or cancel your entry places – Registration fees and refunds

5.1. If you choose to cancel, defer or transfer, you must contact the FORCE Cancer Charity Events Team directly by email or telephone as soon as possible.

5.2. Planning of any event begins a minimum of 12-18 months prior to event day. During this time, costs are incurred from the beginning of this process and as such, you agree to the terms listed below in this regard.

Requests to defer your place to the following year

5.3. You understand that, should you want to defer your place, FORCE Cancer Charity will allow you to do this providing you meet the following criteria:

a) your deferral request is made as soon as possible and no later than three weeks prior to the event;

b) You defer your place using the Enthuse dashboard platform, this is your responsibility to ensure this is done prior to the cut-off date.

c) you may only defer your place once, and if for any reason you are unable to use your deferred place all monies paid or due to FORCE Cancer Charity in respect of this event will be treated as a non-refundable donation to support the charity's work;

d) deferral is only valid for one year from the event date;

e) deferred places cannot be transferred to another person;
f) once the deferral is confirmed, all money you have raised will be transferred to next year's event

Requests to transfer your place into another person's name

5.4. You may request your place in the event be transferred to another person willing to participate instead of you, providing you meet the following criteria, and the new participant has read and agreed to the Event and Charity Terms and Conditions:
a) your transfer request is made as soon as possible and no later than three weeks prior to the event;
b) you may only transfer your place once, and if for any reason the new participant is unable to participate, all monies paid or due to FORCE Cancer Charity in respect of this event will be treated as a non-refundable donation to support the charity's work;
c) the person to whom the place is being transferred understands that the terms surrounding participation now apply to them;

Requests to cancel your place

5.5. You may request to cancel your place in the event for a partial refund provided your request is made:
a) no later than 6 weeks prior to the event;
b) your transfer request is made as soon as possible by contacting FORCE Cancer Charity Events Team;
c) you will be refunded via BACS and you must provide us with these details to process your refund;
d) you will be refunded the cost of your ticket less the service fee, which covers the fees charged by the registration platform and card processor.

6. General fundraising and sponsorship terms

When you are fundraising for FORCE Cancer Charity:

6.1. You agree to only use lawful means to fundraising and will not do anything that may bring FORCE's name into disrepute.
6.2. You will follow the guidelines laid out in the FORCE Cancer Charity Fundraising guidelines included in your event pack which will be sent to you after registration.
6.3. Under no circumstances should you raise funds for another charity when participating in The Nello.
6.4. You will:
a) make it clear to those who support your fundraising that the money you raise for FORCE will be treated as a donation and used for FORCE's work;
b) You will make sure that when you are fundraising for FORCE, our name and registered charity number (1140676) are displayed wherever possible;
c) You will collect and pay to FORCE Cancer Charity (charity number 1140676) all money raised through your fundraising within **two weeks** of completion of the event;
d) You will get approval from FORCE before using their "in aid of" logo for marketing, external promotion and communications. You will not use FORCE's official logo, which you understand can only be used by the charity and logo license-holders;
e) You will get approval from FORCE before approaching any companies, press or celebrities to support your activity.
6.5. You will not undertake any of the following:
a) house to house collections, street collections; or collect in any public place without first obtaining authorisation from the local authority;

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b) collecting in any private property (including shops, pubs etc.) without first obtaining permission from the property owner;
c) conduct any raffle or lottery or put on any public event without first contacting Force Cancer Charity and taking any steps, which FORCE may require;
d) fundraise in a way that could be considered persistent or aggressive towards the public.;
e) sell goods or services using FORCE's name or logo without first contacting FORCE and signing an agreement to do so;
f) Incur FORCE any cost, claim, loss or liability.

7. Donations and payment terms

7.1. While raising your sponsorship, you will be responsible for the safe keeping of the sponsorship monies you raise in the name of FORCE Cancer Charity until you have transferred the money to FORCE Cancer Charity.
7.2. You acknowledge that all funds you raised are held on trust and you are legally obliged to ensure that FORCE Cancer Charity receives all of the donated funds.
7.3. If, for any reason, the event is cancelled or you fail to complete or do not take part in the event, the sponsorship monies belong to FORCE Cancer Charity to support its work.
7.4. When fundraising for FORCE, you agree to the following guidelines for donations and payment terms:
a) you will only use sponsorship forms issued by FORCE Cancer Charity and not use any other types of sponsorship forms;
b) you will ensure that when collecting cash, it is counted in the presence of at least one witness and that this is paid into FORCE Cancer Charity at the earliest opportunity and it is your responsibility to store cash funds securely until it is paid to FORCE;
c) ensure that you send FORCE Cancer Charity your duly completed sponsor forms and all monies raised, including the names and address of all sponsors and the amounts they have donated no later than two weeks after the event. This is to allow FORCE Cancer Charity to process Gift Aid on donations;
d) ensure that all donations made by cheque are sent to FORCE Cancer Charity no later than two weeks after issue;
7.5. You can use any of the following methods of collecting and transferring sponsorship money you collect, including:
a) using our preferred online fundraising partner JustGiving, a safe, secure and quick way of raising sponsorship;
b) collecting cash using approved methods described above;
c) pay via BACS directly to FORCE Cancer Charity
d) sending cheques to us as FORCE Cancer Charity, Events Team, RE: The Nello, Corner House, Barrack Road, Exeter, Devon, EX2 5DW
7.6. It can take 8-10 weeks or more for a Gift Aid claim to be processed and for FORCE to receive the money from HMRC. For this reason, you understand that Gift Aid won't count towards your fundraising target.

8. Photography disclaimer and personal data

8.1. You understand that photographs and filming will take place as part of your participation in the event.
8.2. You understand that FORCE Cancer Charity may use photographs and video content from the event and that these may be used in the promotion of future events, marketing and for publicity purposes, both online and in print.
8.3. Sometimes we may also share these photographs and videos with fundraising partners and corporate partners to use in their own marketing to publicise our work and fundraising in aid of FORCE Cancer Charity.

8.4. FORCE Cancer Charity is fully committed to protecting your privacy in accordance with the UK General Data Protection Regulations (GDPR) and Data Protection Act 2018. Full details of how and why we process your data can be found in our Privacy Notice which is available on our website and paper copies upon request: www.forcecancercharity.co.uk/privacy-notice.

8.5. FORCE Cancer Charity will not pass or sell your details to any third parties.

9. Dates, variation and termination

9.1. FORCE Cancer Charity may vary or terminate this agreement by giving you written notice (including by email), at any time.

9.2. These terms and conditions are subject to change at the discretion of the Charity, and you will be informed of any changes that are publicly released.

9.3. These Terms and Conditions, and any dispute or claim that arises out of or in connection with them, are governed by and construed in accordance with the law of England and Wales.

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