



# Tour of the Roses 2023 –

## PARTICIPANT TERMS AND CONDITIONS

Please ensure that you have read and understood the Terms and Conditions of this event which remain valid until superseded. In registering for The Tour of the Rose 2023 (The Tour) you agree to the following terms and conditions.

### 1. Registration

- 1.1 To register for The Tour, you must follow the procedure outlined on the registration form. Upon completion, please send your Application Form electronically to [touroftheroses@gmail.com](mailto:touroftheroses@gmail.com). Upon confirmation of receiving your registration for The Tour and our acceptance thereof, you will be required to make a non-refundable deposit of £400 into the following bank account:

Account Name: The Smile for Georgie Foundation

Account Number: 40216868

Sort Code: 30 93 73

You will be sent a confirmation upon successful registration.

Further to this, you will be required to setup a Standing Order of the agreed sum to run from time of registration until a maximum of 3 months prior to departure to clear the balance of your entrance.

### 2. Participation

- 2.1 You must be at least 18 years old (or if aged 16 or 17 you must either be accompanied by or have the written permission to participate of a parent or legal guardian), in suitable physical condition to undertake The Tour or undertake to get yourself into a suitable condition to complete the Tour prior to the departure date, and be fully aware of the possible risks inherent in doing so.
- 2.2 Participation in The Tour is open to all-comers subject to successful registration but is restricted to a hundred riders. Every attempt will be made to ensure a wide range of demographics in respect of age, gender, and riding experience. The information provided on your Registration Form will be used as the basis for the eventual overall team composition.
- 2.3 The Tour Committee reserve the right to decline your registration. Your entitlement to participate depends on no circumstances under which your application should reasonably



be declined such as age, medical condition or physical disability. The decision of the Committee regarding your participation will be final and binding. However, your application will not be declined unless there are clear grounds for doing so.

- 2.4 You must comply with the laws and regulations of the countries being visited and comply with all reasonable instructions of the Committee (or their delegate) relating to the safety and operation of The Tour. If the Committee, or any other person in authority, feel that you are behaving in such a manner as to cause danger, distress, or annoyance to others or cause damage to property or if you not entering the required spirit of the Tour, your participation will be terminated with immediate effect and you will be responsible for making your own way home. In such an event, the Committee will not be responsible for refunding any of your sponsorship money raised, paying any compensation, or meeting any consequential costs or expenses you may incur. Furthermore, you will be required to meet any costs incurred by third parties because of your behaviour which are not covered under the terms of the general insurance policy in force at the time in respect of the Tour.
- 2.5 You confirm that the information provided to the Committee is accurate and that relevant but non-sensitive information held about you may be used for the purposes of marketing and administering the Tour. The Committee will not divulge any information about you to any third party except as may be required for the purposes of The Tour such as the provision of names to hotels, transportation companies, etc.
- 2.6 You agree that any photography or videography taken by you or by any third party prior to, during, or after the Tour, which may well include images of you, can be used free of charge or royalty in publicity material connected with the Tour or with the Smile for Georgie Foundation whether in the media or otherwise and that there is no time limit on the use of such material.
- 2.7 If you are unable to complete the Tour for any reason, either as a rider or in one of the support vehicles and repatriation is necessary, any costs not covered under the general insurance policy in force at the time will be your own personal responsibility. Every effort will be made to help and support you in such circumstances but the Committee will not be responsible for any refund of costs associated with the Tour, sponsorships, deposits, additional accommodation required, transfer fees, flights, other fares, etc. No credit or refunds will be given if you fail to take up any component of the Tour, or if you lose, mislay, damage or destroy any of your belongings including but not limited to your bicycle and other items of equipment. It is your responsibility to insure personal possessions.
- 2.8 Wherever possible and unless specifically requested otherwise twin-bedded overnight accommodation will be secured. If you are not participating with a recognised partner you will be paired with another member of the Tour who is of the same sex. Please note that in exceptional circumstances this may not be possible.



- 2.9 Medical Treatment: it is a condition of joining The Tour that in cases of emergency the Committee have your authority to arrange all necessary medical treatments and to sign any required form of consent on your behalf.
- 2.10 You are responsible for checking in at the appointed time and for presenting yourself to take up all pre-booked components of the Tour. This is particularly important in respect of daily start times which must be adhered to complete the day's riding schedule. If you fail to make the start of proceedings on any day, whether as part of the ride or the designated departure time of pre-arranged transportation you will be fully responsible for the logistics and costs involved in recovering from that situation.
- 2.11 Participants acknowledge, by way of registering for the Tour, that extraneous circumstances, for example Covid-19, may well cause the event to be altered or postponed with little or no forewarning. In such events, the Tour Committee will make every effort to find a suitable solution.
- 2.12 In the unlikely event The Tour Committee, acting on behalf of the Smile for Georgie Foundation, has to cancel the event, the Georgie Foundation will make every effort to return all funds (less costs already incurred by the Georgie Foundation on specific Tour-related items) to participants / their sponsors, wherever possible.

### 3. Payment and Costs

- 3.1 You must pay a deposit of £400 to complete the registration and acceptance process and subsequently you must raise a minimum additional sum of £1,900 unless specifically agreed otherwise in writing by the Committee. If the agreed additional sum is not £1,900, the required sum will be specified in writing at the time registration and acceptance.

You are encouraged to use a variety of methods to raise additional funds, including: personal contributions from yourself and your family and friends, private sponsorship initiatives such as spinning, corporate sponsorship initiatives through your place of work, and initiatives in conjunction with other participants of the Tour. You are strongly encouraged to raise funds as quickly and as soon as possible and to meet a reasonable proportion of the total yourself. All agreed funds must be raised by no later than 01/06/23 with the appropriate Standing Order in place from time of registration as to ensure this is completed on time.

If your registration date is a significant time after the Tour Launch, you will have less time to raise the required levels of sponsorship. Dependent upon time remaining and personal financial circumstances, the Committee reserve the right to ask for a deposit in excess £300 to accept your registration.



If you do not or cannot raise the minimum sum required, you will not be entitled to participate in the Tour without somehow making up the shortfall. Failure to do so will result in non-participation unless special circumstances prevail, or special dispensation is given by the Committee. If you raise insufficient funds to participate in the Tour, your deposit and all funds raised will not be refunded. A final decision on whether or not you have raised sufficient funds to participate in the Tour will be made on 01/07/23.

All money raised should be recorded either by you or by your donors / supporters on your own personal JustGiving page. Full details will be provided to enable your own page to be set up correctly and in compliance with the required standards. Offline donations, i.e. those donations not recorded as an on-line donation on your JustGiving page, can only be logged by you personally with the prior authority of the Committee. They still count towards your target and do not adversely affect your fundraising efforts in any way. You are strongly urged to record all funds raised to a value of £50 or more as an off-line donation to avoid the high costs associated with using JustGiving, which are 5% of your donation plus credit / debit card charges. When using JustGiving all on-line donations are credited to your account as the gross amount (i.e. before charges are applied).

- 3.2 You are responsible for paying for your personal equipment, additional food and drink, personal spending money, transport to and from the ferry, additional travel insurance, and any other activities not included in the itinerary.
- 3.3 While a general insurance policy is covered by the event, it is highly recommended that all participants take out their own personal, medical, and travel insurance. All participants acknowledge they are participating entirely at their own risk and acknowledge there is no liability for The Tour of the Roses, their representatives, and the Smile for Georgie Foundation.
- 3.4 The insurance provided by the Tour of the Roses commences at time of Signing On to the Tour at the designated location on the first day of the Tour event in September 2023. The insurance ceases at the time of concluding the Tour of the Roses event in September 2023 – this will either be:  
A) If you choose to make your own return travel arrangement - following check-out of the overnight accommodation at the finish line destination; or,  
B) If you choose to return via the official transportation means provided by the Tour of the Roses - when you step off the boat in Guernsey.
- 3.5 As per 3.4., the Tour of the Roses will not provide any insurance cover for training, fundraising events, or any other associated event prior to the Tour, unless expressly stated in writing by the Committee and counter-signed by the Managing Trustee of the Smile for Georgie Foundation.



- 3.6 The Smile for Georgie Foundation will provide one complete set of branded cycling gear (additional sets are available for purchase); ferry to and from Guernsey and France; overnight accommodation for the duration of the Tour; return travel from the finish location of the event; food and beverage (excluding alcohol); technical support; insurance; safety vehicles; back-up transport for sickness and incapacity; assistance with fundraising.

## 4. Non-Refundable Elements

- 4.1 If you pull out or withdraw from the Tour for any reason having already paid your deposit and quite possibly already raised some money by way of sponsorship, the Committee will not be able to make any refund of either the deposit or funds raised. This fact should be clearly spelled out to all sponsors when you ask for their donation. Retained funds will be used by the Smile for Georgie in pursuit of the objectives set out on their website [www.smileforgeorgie.org.gg](http://www.smileforgeorgie.org.gg).

Please note that considerable levels of time, effort and expenditure are incurred by the Smile for Georgie Foundation in advance of a major event such as this. Frequently, deposits and commitments entered into by us are non-refundable. The moment you commit to us we commit to you and costs are incurred. The policy of non-refundable payments will be strictly enforced.)