

## Terms & Conditions

The Terms and Conditions apply to anyone attending the Big Bike Bash 2024 (the Event) organised and run by Action Academy, a charitable foundation (Charity Registration No.1166211) whose registered address is 20 Mallow Close, Broadstone, Dorset BH18 9NT (the Event Organiser).

### THE EVENT

1. Admission to the Big Bike Bash is only accepted upon receipt of a valid ticket purchased via the Event website.

2. Payments for tickets shall be made using the online payment facility which is provided by PayPal. We do not store your payment card details.

3. Resale (or attempted resale) of a ticket without consent of the Event Organiser will result in the cancellation of that ticket without refund or other compensation.

4. Tickets to the Event are non-refundable.

5. By purchasing tickets to the Event, you acknowledge that you are fully responsible for your actions whilst at the Event and those of any minors and/or other participants for whom you have purchased a ticket. This includes the arena, campsites, and any other area of the Avon Tyrrell site at any time of the day and night during the Event and including but not limited to racing, practice and any recreational activities on or off a bicycle.

6. Upon purchasing a ticket you agree that you are physically and mentally capable of participating in any activity during the Event that you choose to participate in. You also undertake to establish this for everyone you are purchasing a ticket for, including persons under the age of 18. If you/they have any medical condition/s, including allergies, which the Event Organiser or Event medical advisors might need to be aware of, you undertake that you will let the organiser know prior to the Event. You accept that the Event Organiser reserves the right not to accept a participant's entry to the Event if they judge the condition/allergy is beyond the Event Organiser's capability to provide a safe environment.

7. The purchase of a ticket to the Event must be completed by a person aged 18 years or over. Evidence of age may be requested. Participants under the age of 18 years will be allowed to participate in the Event with the consent of their parent or legal guardian who must purchase a ticket on behalf of the attendee under the age of 18. Purchasing a ticket is also an acceptance for the actions and consequences of the minor.

8. It is mandatory that all riders wear a safety approved cycling helmet when riding a bike at any time during the Event. Any rider not wearing a helmet will be asked to comply with this condition. The Event Organiser reserves the right to refuse entry to any activity to anyone with inappropriate equipment or clothing. For your safety and that of volunteers setting up the Event access to the long and short cross-country courses and to the start-finish area is only permitted after the Event has officially started on Friday August 27th at 3:00pm.

9. The participant confirms that the bicycle they are riding during the Event and all of their equipment is of a suitable standard and state of trail/road worthiness for any Event activity and will establish this is the case for any other person they purchase a ticket for including children they are responsible for.
10. Participants should exercise caution at all times when riding at the Event and respect the mixed abilities and confidence of riders they may encounter particularly on the XC and Short Track courses.
11. You accept that restrictions may be placed on and access limited to some activities in the interests of the safety of all participants at the Event.
12. Any marked route is shown for guidance only and the Event Organiser does not insist that you use the route shown. Therefore, if the rider chooses to ride a section it is entirely their own choice. If they choose a different route to avoid obstacles or sections they decide are beyond their capabilities they do so entirely at their own risk.
13. There are warning signs at appropriate points on the trails which must be heeded at all times. Absence of these signs does not signal there are no dangers approaching and it is the individual rider's responsibility to make a decision regarding whether to ride a section or not. The marking of the route does not necessarily indicate that the trail or road is rideable, and the participant is deemed to make their own decision about whether to proceed on bike, foot or not at all.
14. Riding after 7:30pm is not permitted on the XC route except in marshalled activities run by the Event Organiser. Riding on the Short Track after 7:30pm is permitted with suitable lights but all under 18's must be accompanied by a responsible adult.
15. You accept that riding on the gravity track by any participant including children is only permissible if an Avon Tyrrell led induction course has been undertaken. The gravity track may not be used except during induction or during Events marshalled by the Event Organiser.
16. Whilst the Event Organiser takes every care with the staging of the Event, you accept that you must take all reasonable precautions for the safeguarding of your person, any participants under the age of 18 in your care and of your property during your attendance at the Event.
17. Smoking including e-cigarettes is not permitted in the arena area, except in the designated smoking area, or on any part of the Avon Tyrrell site where No Smoking signs are displayed. You accept that breach of this policy could lead to being asked to leave the Event.
18. You accept that all alcohol will be consumed responsibly whilst at the event and you undertake not to purchase alcohol for any under 18s. Only alcohol purchased from the Event bar may be consumed in the Event arena.

19. Wearing of Event Wristbands at all times is mandatory and they must be shown on request to any Event or Avon Tyrrell personnel. Failure to do so may result in removal from the Event.

## CORONAVIRUS

20. Due to the constantly evolving situation with the coronavirus pandemic we reserve the right to update our Terms and Conditions to comply with legal requirements and government, government agency and local authority guidance. The information below is in addition to our Cancellation and Refunds policy in paragraphs 28 & 29.

21. We will not issue refunds where you choose not to attend an event because you are concerned about catching coronavirus or where the event is cancelled.

22. If an event is due to happen whilst a ban on travel is in place we will not issue a refund, irrespective of your reason for claiming. A travel ban may include National Lockdown, Local Lockdown, Border Closure

23. If you are unable to attend the Event due to the government imposing additional social distancing measures and banning larger groups from meeting socially indoors or outdoors, we will not issue a refund.

24. We may require that the costs of any testing, vaccination passport or similar requirements introduced by the government, government agency or local authority are borne by anyone or everyone attending the Event.

## CHANGE OF PROGRAMME OF EVENTS

25. If there is a 'Material Alteration' to the Programme of Events which, in the opinion of Action Academy, makes the Event materially different to the Event that ticket purchasers, taken generally, could reasonably expect then refunds will be offered. Please note that the following are not deemed to be Material Alterations: changes to the line-up of the Event, adverse weather conditions, changes to individual members of a band, curtailment of the Event where the majority of the Event is performed in full, delays to starting the performance of an Event and Special Exceptions where this is determined by Action Academy at its sole discretion.

## DATA PROTECTION

26. The Event Organiser hereby notifies everyone attending the Event that the Event Organiser will be taking photographs and/or film footage, recording digital images and making sound recordings during the Event for use in our printed publicity, on future Event web sites and online publicity via social media (including, but not limited to, Facebook, X and Instagram) and shared with UK Youth for use in their printed and online publicity (including, but not limited to, Facebook, X and Instagram). Your image maybe captured as and when this type of activity takes place, unless you notify a member of our staff at the Event to confirm you do not wish to be captured on camera. The Event Organiser will retain images for such use for no more than two years.

27. By providing your personal information to us when you purchase your ticket and attend the Event, the Event Organiser will process your personal data in accordance with these terms and our Privacy and Cookie Policy which can be accessed via the link on our web site.

#### CANCELLATION & REFUNDS

28. The Event Organiser reserves the right to cancel the Event or a specific activity within the Event due to weather conditions, Force Majeure, communicable disease or any circumstances that affects the safety of participants.

29. Should the Event be cancelled prior to commencement then the Event Organiser will make every effort to refund the ticket price but cannot guarantee any, partial or full refund. However, we would like participants to remember that this is a charity event and we ask them to consider making the ticket price or part of it a donation to UK Youth. No monies will be refunded if the Event is cancelled after its advertised start time and date.

#### LIABILITY

30. Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our agents or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

31. However, the Event Organiser will have no liability for any damage to property or personal injury arising as a result of the negligence of any other customers, participants or visitors to the Event. The Event Organiser strongly recommends each rider organises their own personal insurance and liability insurance cover.

32. We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any legal costs or any indirect, special or consequential loss arising under or in connection with your entry and participation in the Event.

33. Each participant will be fully responsible for any fees or costs incurred or arising from an accident either involving or caused by the participant. This includes, but is not limited to, fees from Police, Air Ambulance, Fire and Rescue and the Ambulance service. If you are not capable of making the decision to call the emergency services on your own, this decision may be made for you by the Event Organisers. In this situation, the participant still accepts the costs and consequences of such actions.

34. Our liability to you relating to the Event shall be limited to the cost of any tickets purchased by you.

#### GENERAL

35. All decisions and rulings by the Event Organiser and its agents are final.

36. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

37. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.