

Time to Cycle Terms & Conditions for all Services

The Time To Cycle COP21 bike ride is a not for profit event. We, the organising team, will do everything we can to ensure the ride goes well, and we hope you'll join us, pitching in to ensure the ride is safe and enjoyable for everyone. The terms and conditions as outlined below explain our responsibilities and yours. We've tried to keep this as straightforward as possible but if you have any questions please ask us prior to making your first deposit.

TERMS & CONDITIONS

This page tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the services (**Services**) to you. Please note that by ordering any of our services, you agree to be bound by these terms. You should print a copy of these terms for future reference. We may amend these terms from time to time as set out below. These were most recently updated on **September 2015**.

1. INFORMATION ABOUT US

1.1 We operate the website <http://timetocycle.org>. We are Time To Cycle, an unincorporated project working under the umbrella of the Campaign against Climate Change, which is an not for profit organisation with offices at 5 Caledonian Road, London, N1 9DX

1.2 To contact us the webpage is here: <http://timetocycle.org>

2. OUR SERVICES

2.1 Our service is to provide bike transport, travel, accommodation, and support services to activists on the five day COP21 bikeride to Paris for the protests on Dec. 12th, 2015. Please note we are not the organisation providing services for the three day ride to COP21. We are a not-for-profit organisation and the bike ride is a not-for-profit event. All income received from ticket sales will go towards covering the costs of organising the ride. If we have funds remaining after all the suppliers for the ride have been paid we will distribute those funds between: the Campaign against Climate Change, Biketrain (in Brighton), and Time to Cycle (the CaCC will manage the TTC account). We will also donate to community groups which are supporting us in London, Brighton, Dieppe, Rouen, and Freneuse

2.2 You understand that many of our services are provided pro bono or at very low cost by not for profit organisations and that accommodation might be very basic. We will for the most part be staying in community halls and churches. You should ensure that you have a good winter sleeping bag and a mat.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 3.1 To place an order for your tickets for the five day Time To Cycle ride to Paris for COP21 you must follow the steps set out at <http://www.timetocycle.org>.
- 3.2 After you place an order, you will receive an e-mail from brownpapertickets acknowledging that we have received your order. The contract between us will only be formed when we send you this confirmation email.
- 3.3 If you book for more than one person you guarantee that you have the authority to accept these terms and conditions, and do accept these terms and conditions, on behalf of your party.

4. HOW TO PAY

- 4.1 You can only pay for your ticket (our services) using Paypal. To confirm your place you must make a 50% deposit on your ticket (that is, £125) by October 22nd 2015. You must complete the booking questions asked on the brownpapertickets site whilst booking the ticket.
- 4.2 In exceptional circumstances we can arrange a bank transfer. Please contact us via our website to discuss this if it is needed.

5. CANCELLATION BY YOU

- 5.1 No cancellation is available. In exceptional circumstances we may be able to change the name on the ticket you have bought.

6. CANCELLATION BY US

- 6.1 In exceptional circumstances, we may need to cancel or modify the route of the bike ride to COP21. If we do need to do so, we will let you know at least two weeks beforehand.

7. LOGISTICS FOR THE BIKE RIDE

- 7.1 We will ask you to register in person with us on Saturday December 5th 2015 ahead of the start of the bike ride. You must register with us in order to be able to join the event. This is so that we can ensure the health and safety of all riders to the best of our abilities.
- 7.2 If you have indicated on the booking form on brownpapertickets that you would like to register in Brighton you can register and join us in Brighton.

- 7.3 We will aim to find a suitable location to operate from for the launch event in London. The exact location will be confirmed at least two weeks before the start of the event.
- 7.4 You must be at the ferry terminal in Newhaven by the time specified in the email you receive after making your first deposit. If you are late for the ferry you must accept that we will not be held responsible for this.
- 7.5 We will be able to provide some meals during the ride and these will be covered by the cost of the ticket. You understand that these meals depend on the good will of the communities we are passing through and that we will not be able to provide a full schedule of which meals we will cover until approximately 2 weeks before the event. You accept responsibility for providing yourself with all meals during the 7 day event; any meals provided by Time To Cycle will be a voluntary contribution by Time To Cycle.
- 7.6 You must be at the train station in Paris by the time specified when you book your tickets. If you are late for the train you must accept we will not be held responsible for this.
- 7.7 If we collect your bike and transition bags for you we do not accept liability for contents of bags in these circumstances and will not be held responsible for missing bags in transition. We cannot guarantee that your bike will not be scratched during transit.

8. LUGGAGE

- 8.1 You agree to keep your luggage to within reasonable size and weight measurements (up to a maximum of 15kg and within the following dimensions 55cm W x 20cm H x 40cm D)
- 8.2 All items including helmets and track pumps must fit inside your luggage.
- 8.3 You accept that luggage may need to be searched by customs who will need access to contents. If your luggage is locked customs may need to break this lock to perform a search and we are not liable for any loss or damage in this circumstance.
- 8.4 You agree to keep your nutrition separated and clearly labelled within your luggage. It is your responsibility to ensure no narcotics or banned substances are in your luggage. We accept no liability for this.

8.5 It is your responsibility to ensure your luggage is correctly packaged to ensure no damage to contents. We are not liable for damaged luggage, locks or contents.

9. TRAVEL & ACCOMMODATION

9.1 A contract will exist between you and us as soon as the booking is confirmed to you by brownpapertickets issuing a confirmation of receipt of payment email to you.

9.2 Your travel arrangements have been planned months in advance and changes may be necessary. We reserve the right to alter any of the services offered on our website at any time prior to the booking being confirmed to you.

9.3 If payment in full is not received by the due date, you will lose your deposit and your travel and accommodation will be cancelled.

9.4 You will be required to make good any damage caused during the course of your stay in the accommodation. You agree to indemnify Time to Cycle for any costs or losses incurred due to your negligence or misconduct at the accommodation.

9.5 Travel insurance and medical cover is **not** provided by Time to Cycle. You are advised to make your own insurance and medical cover arrangements, to cover contingencies outside of Time to Cycle terms and conditions.

9.6 We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

9.7 We have no control over the planned protests in Paris. In the unlikely event these do not take place this does not affect the remainder of the bike ride event, which will continue as planned

10. IF YOU CHANGE YOUR BOOKING

10.1 If you are prevented from travelling on the ride by circumstances beyond your control it may be possible for you to transfer your booking to another person provided the ferry company and other relevant suppliers allow the name change.

10.2 If the transfer is allowed we will not levy an administration fee for this

11. TRANSFERS

- 11.1 Time to Cycle will not provide transfers in Paris to pick you up and get you to the train station: you must arrange this yourself. It is your responsibility to ensure you arrive at the train station in a timely manner.
- 11.2 If your train is cancelled or delayed Time to Cycle will do its best to accommodate the changes but it may not always be possible and you may need to arrange an alternative solution.
- 11.3 It is your responsibility to be ready for your pick up time and if you are not ready for the train Time to Cycle reserves the right leave without you to ensure that other customers are not impacted. In these exceptional circumstances you will need to arrange an alternative solution.

17. BIKE RIDE HOSTING

- 17.1 You are responsible for your own safety during the bike ride and Time To Cycle does not accept any liability for accidents & injuries. It is therefore recommended that you have your own comprehensive multi sport insurance.

18. EVENT SERVICING & MAINTENANCE

- 18.1 TIME TO CYCLE WILL PROVIDE TECHNICAL SUPPORT WITH MECHANICS WHO ARE AVAILABLE TO CARRY OUT MINOR WORKS & SERVICING ON YOUR BIKES. ANY BIKES THAT ARE WORKED ON ARE DONE SO WITH THE OWNER'S CONSENT AND THIS IS DONE AT THE OWNER'S OWN RISK.

20. OUR LIABILITY

- 20.1 Time to Cycle is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our planning.
- 20.2 The events you are attending carry risks including: personal injury, property damage or death. We are not responsible for these risks
- 20.3 You understand that you are ultimately responsible for the safety of your bike and release us from all liability.
- 20.4 We do not in any way exclude or limit our liability for:
 - (a) death or personal injury caused by our negligence; or
 - (b) fraud or fraudulent misrepresentation.
 - (c) any loss or damage resulting in your bike not operating as expected:

21. EVENT OUTSIDE OUR CONTROL

21.1 We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a contract that is caused by an event outside our control. An **Event Outside Our Control** means any act or event beyond our reasonable control.

21.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under this contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

We will endeavour to communicate with you throughout any Event Outside Our Control. We are not liable for any loss or expense incurred as a result of a delayed delivery caused by an Event Outside Our Control.

22. COMPLAINTS

22.1 Please let us know immediately if you have a complaint and we will do our best to resolve the situation.

23. OUR RIGHT TO VARY THESE TERMS

23.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

23.2 Whenever we revise these Terms in accordance with this clause, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

24. OTHER IMPORTANT TERMS

24.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

24.2 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

- 24.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 24.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 24.5 You may only purchase Services from our site if you are at least 18 years old.
- 24.6 These Terms, and any Contract between us, are only in the English language.
- 24.7 Please note that these Terms are governed by English law. This means a Contract for the purchase of Services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.