



## LE TOUR DE WALTHAM FOREST 2021 TERMS AND CONDITIONS

Please read the terms and conditions carefully.

In registering to enter the 2021 Le Tour de Waltham Forest, the Event, I agree that:

**Liability** - To the extent permitted by law, neither the London Borough of Waltham Forest nor its sponsors or suppliers will be liable for any loss, harm, damage, illness or injury however so caused (directly or indirectly), arising out of or in connection with or, suffered during or as a result of, participation in the Event, provided always that nothing shall exclude liability for death or personal injury caused directly by the negligence of the organiser or its employees.

**Collection and Use of information** - the London Borough of Waltham Forest will use your personal information for the purposes of customer services and event administration, the provision of travel related information, customer research and for the compilation of statistical information. By providing us with your personal data, including sensitive personal data such as on your health or disability (including medical information provided by you or collected by event medical staff during or after the Event) you consent to the collection and use of any information you provide in accordance with the purposes listed above. You also consent to medical assistance and/or medical care being given in the case of illness, injury or an emergency situation, should this occur during the Event, such assistance to be given by the organiser, its employees, contractors or other trained personnel conducting the Event (which may include the use of anaesthetics).

Your personal information will be properly safeguarded and processed in accordance with the requirements of the Data Protection Act 2018.

### GENERAL CONDITIONS OF ENTRY

#### 1. In these Conditions the following definitions shall apply:

- 1.1. "Agreement": the agreement between you and LBWF comprised of the Event Conditions and these Conditions of Entry;
- 1.2. "DPA": the Data Protection Act 2018;
- 1.3. "Event": Le Tour de Waltham Forest 2021 organised by LBWF;
- 1.4. "Event Conditions": the terms and conditions, in addition to these Conditions of Entry, provided to you by LBWF in respect of the Event from time to time;
- 1.5. "Event Date": the announced date of the Event;
- 1.6. "Event Details": the name, image and event time of each participant.

**WALK  
CYCLE  
ENJOY**



MAYOR OF LONDON



- 1.7. "LBWF": The London Borough of Waltham Forest
- 1.8. "Officials": any Event officials as appointed by LBWF from time to time;
- 1.9. "Partners": any sponsors, suppliers, licensees or partners of the Event from time to time;
- 1.10. "Personal Data": shall have the meaning given to it in the DPA;
- 1.11. "Privacy Policy"; LBWF's privacy policy which can be found here:  
<https://walthamforest.gov.uk/content/website-privacy-policy>
- 1.12. "Rules": the laws, rules and regulations of British Cycling and any other relevant governing body.
- 1.13. "you" "your" - the entrant to the Event or, where you are signing as a parent or guardian for a child aged under 18 for whom you are responsible, your child;

## **2. EVENT SAFETY**

- 2.1. At all times during the Event you must adhere to all instructions given by LBWF and the Officials from time to time.
- 2.2. You are not permitted to use the following items in the Event:
  - 3.2.1. mobile phones while cycling. You must pull to the roadside and stop if you wish to make/receive a phone call; or
  - 3.2.2. any other item that could potentially inhibit the flow or safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to you or other participants or which LBWF, in its reasonable opinion, deem may cause danger or risk of danger to you, other participants or spectators.
- 2.3. You warrant to LBWF that you will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If you are in any doubt LBWF recommends that you seek medical advice.

## **3. EVENT EJECTION**

- 3.1. LBWF reserves the right to refuse entry to the Event or to ask you to cease participation if:
  - 3.1.1. you fail to follow instructions given by any Officials;
  - 3.1.2. you attempt to participate in the Event in a manner that LBWF, acting reasonably, believes:
    - 3.1.2.1. may cause injury to you or another participant;
    - 3.1.2.2. may damage or harm the environment;
    - 3.1.2.3. in LBWF's opinion is likely to cause offence; or
    - 3.1.2.4. otherwise causes a risk or potential risk to health and safety including, without limitation, any failure, in whole or in part, to comply with the restrictions in this document;
  - 3.1.3. in LBWF's opinion you are unfit to participate in the Event due to:
    - 3.1.3.1. the consumption or use of alcohol or drugs;
    - 3.1.3.2. an injury or illness;

3.1.3.3. your failure to arrive at the start location at the specified time; or

3.1.3.4. your inability to make sufficient progress in the Event to allow you to complete the Event in line with timelines set by Officials.

#### **4. CANCELLATION BY US**

4.1. LBWF may cancel the Event if circumstances beyond its reasonable control arise, including, without limitation, war, civil or political unrest, transport disruptions, terrorism, inclement weather conditions, death of a member of the royal family and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

4.2. In such circumstances:

4.2.1. LBWF will, if practicable, provide written notice of cancellation to the email address it holds for you. In the event that written notice is not practicable due to the timescales involved LBWF will use reasonable endeavours to provide other suitable methods of notice including, without limitation, mobile phone and text message.

4.2.2. In the event of cancellation of the Event LBWF will have no responsibility for any losses, expenses or costs incurred as a result of cancellation including, without limitation, any travel or accommodation costs.

#### **5. PRIVACY AND DATA PROTECTION**

5.1. Please read LBWF's [Privacy Policy](#) carefully to understand LBWF's views and practices regarding your Personal Data and how it will treat it. By registering to take part in the Event you are accepting and consenting to the practices described in the Privacy Policy.

5.2. You agree that any audio, visual, or audio-visual recordings that are made of you, or children you have given consent for at the Event may be used for any commercial purpose.

#### **6. CHANGES TO THE EVENT**

6.1. We reserve the right to change the course, or make any other amendment to the Event that we deem necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable.

#### **7. GENERAL**

7.1. If there is a conflict or inconsistency between any provision contained in the body of these Conditions of Entry and any provision contained in the Event Conditions, except where provided to the contrary in the latter, the Event Conditions prevail to the extent of the conflict or inconsistency.

7.2. The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

7.3. If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

7.4. The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.