



London Marathon is one of the most iconic races in the world with all the amazing history, culture and sights that only London can provide. The route itself is a dream for those looking to take in all the famous landmarks in London including Greenwich, Tower Bridge, Westminster, Big Ben, the City of London, Buckingham Palace and of course finishing on The Mall. On a flat, fast course a personal record is possible or you may prefer to enjoy all the sights and sounds around the route.

Fundy Sports & Tourism have been organizing sports tours for over 25 years with group departures to Italy, Florida, Ireland, Disney, Mallorca and London combining a mix of running, cycling, triathlon vacations and training camps. For 2023 we are thrilled to offer guaranteed entries to the TCS London Marathon so that you can enjoy the wonderful personal service we have been offering our clients for many years. Fundy Sports & Tourism are a member of **The Travel Agent Next Door** providing us and our clients with the support, licencing and bonding of one of Canada's leading travel organizations.



Tour Inclusions

- Guaranteed Entry* to the 2023 TCS London Marathon – subject to any deferments due to Covid-19 or any other issue that is outside our control as of July 2022.
- 4, or more nights hotel accommodation in central London – itineraries can be tailor-made for you.
- 4 night minimum stay required.
- Local Experience - Garth Millar our business owner lived and worked in London for 3 years and has great knowledge of the city.
- Free Transportation to the Marathon Start via the London Underground – this could be withdrawn at any time.

Guaranteed Entries

- We are thrilled to offer registration* for the 2023 London Marathon but please be advised that slots cannot be sold on their own, we must provide a travel package to our athletes.
- Entries are limited and are available on a first come, first served basis.
- Please note that as a Canadian Travel Operator we are only able to sell to residents of Canada.

Tour price for 2023 is \$2300.00 CAD per person based on a maximum of 2 people sharing a room for a 4 night stay. Reduction for non-runners is \$1150.00 CAD. Single price is \$2800.00.

Optional Extras

- Travel Insurance – we can provide a quote through Manulife for both Medical and Cancellation Insurance
- Excursions – extend your stay and enjoy excursions to Windsor, Bath, Stratford and many more wonderful locations throughout the UK.
- Flights from your local Canadian Airport to London – arranged and booked if required.

Our race hotel for 2023 is the Victoria Park Plaza Hotel



The Park Plaza is in a wonderful location for all the history and landmarks in London and is just over 1k from Buckingham Palace and the marathon finish line.



Deposit required at time of booking is \$1100.00 CAD – non-refundable (please have Insurance in place).

CANCELLATION: All money paid to Fundy Sports & Tourism / The Travel Agent Next Door is non-refundable, no exceptions for any reason. We strongly recommend you purchase Cancellation Insurance to cover you for this non-refundable amount and Medical coverage for travel to Europe. Once you have been accepted into the 2023 Virgin Money London Marathon, all fees are NON - REFUNDABLE, under all circumstances.

For more information or to reserve your spot please contact Garth or Helena on 506 721 1553 or e-mail hmillar@thetravelagentnextdoor.com

Website - <https://fundysportstourism.com/virgin-money-london-marathon/>

Terms & Conditions of booking

Please read and fully understand the terms and conditions listed below.

Please contact us immediately if you have any questions or need clarification.

All payments are 100% non-refundable and non-transferable.

A non-refundable and non-transferable deposit of \$1100.00 is required at the time of booking.

Clients will have 24hrs to pay the deposit or the spot will be offered to the next person on the registration list.

No deferrals are available.

We strongly recommend you purchase an Insurance Policy to cover for Cancellation / Medical to cover your investment in the 2023 London Marathon. We are happy to provide a quote through Manulife Insurance.

All clients must be Canadian Residents.

A 4 night minimum hotel stay is required with the reservation.

Payments can be made via credit card within 24 hours after completion of the form.

Access to the London Marathon Registration System will be provided at a time indicated by the Race Organizers. Fundy Sports & Tourism have no control over this date.

Runners must collect their own race packet at registration.

Payment: At the date of your registration, the deposit must be paid. The balance must be paid on or before 27 February 2023 or your registration will be cancelled and no refunds for deposits paid will be issued. Until the balance payment is received hotel prices may change.

Accommodations – we have a selection of hundreds of hotels in London and beyond, please let us know if you have a specific hotel in mind. All bookings may only have 2 people sharing a room and a 4 night minimum is required.

Airfare is not included in our packages but we are very happy to assist in booking your flights.

Booking Amendments - If you wish to change any of your booking once confirmed. An administration fee of \$50 will be charged, plus any charges incurred according to terms and conditions of hotel.

Prices - All prices are correct as of July 30 2022 and are shown in Canadian dollars with Taxes included. Prices are subject to change at any time due to currency fluctuations and until payment is received in full.

Unused Services: Refunds will not be provided if due to illness or personal choice you do not utilise part or your entire chosen package. We can provide Travel Insurance with Manulife for Trip Cancellation and Medical to cover the value of your trip and race registration.

Cancellation from the Organizer:

We supply our services consisting of arranging, booking, and co-ordinating travel facilities and services. The actual services and products are provided, supplied or performed by suppliers of travel, entertainment, and accommodation facilities or services (Suppliers). We undertake to perform our services described in clause above with reasonable care and skill. We will not however be liable for any loss or damage which results from the act, default or omissions of any person other than ourselves, our volunteers or agents, or any cause independent of human control. This includes (but is not limited to) loss, or damage which arises directly or indirectly from act of God, weather disruptions, dangers incidental to the sea or air, fire, breakdown in machinery or equipment, acts of Governments or other authorities de jure o de facto, wars whether declared or not, hostilities, civil disturbances, strikes, riots, deaths, acts of terrorism, pilferage, pandemics, quarantines or medical or customs regulations. We will endeavour to provide the most suitable travel arrangements to meet the requirements you make known to use. However, travel is an individual experience, and your preferences and opinions may vary from our own. For this reason, we cannot take responsibility for your individual action.

* guaranteed registrations are based on the London Marathon operating on the day you registered for. Deferments or cancellations due to Covid-19 or any other unforeseeable event are out of our control.

General conditions of entry into the 2023 TCS London Marathon

These are the standard conditions of entry. You must ensure that your runner is aware of the relevant areas for he or she to participate in the marathon.

In these conditions the following definitions shall apply:

- 'Agreement' – the agreement between you and London Marathon Events Limited comprised of the Event Conditions and these Conditions of Entry;
- 'DPA' – the Data Protection Act 1998;
- 'Event' – the London Marathon organised by The London Marathon Events Limited;
- 'Event Conditions' – the terms and conditions, in addition to these Conditions of Entry, provided to you by London Marathon Events Limited in respect of the Event from time to time;
- 'Event Date' – the announced date of the Event;
- 'Event Details' – the name, image, and event time of each participant
- 'Fee' – the fee payable by you (or the charity from whom you obtained the entry) to London Marathon Events Limited in consideration of your participation in the Event;
- 'Force Majeure Event' – means any circumstance not within a party's reasonable control including:
 - acts of God, flood, drought, earthquake or other natural disaster;
 - epidemic or pandemic;
 - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - nuclear, chemical or biological contamination or sonic boom;
 - any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
 - collapse of buildings, fire, explosion or accident;
 - solely where LMEL is seeking to rely on clause 5, non-performance by suppliers or subcontractors to LMEL or a death of a member of the Royal family;
 - athlete boycott; and
 - interruption or failure of utility service but excluding any labour or trade dispute, strikes, industrial action or lockouts.

- 'LMEL' – means London Marathon Events Limited incorporated and registered in England and Wales with number 01528489 whose registered office is at 190 Great Dover Street, London SE1 4YB;
- 'Officials' – any event officials as appointed by London Marathon Events Limited from time to time;
- 'Partners' – any sponsor, suppliers, licensees or partners of the event from time to time;
- 'Personal Data' – shall have the meaning given to it in the DPA;
- 'Privacy Policy' – London Marathon Events Limited's privacy policy which can be found here;
- 'Rules' – the laws, rules, and regulations of British Athletics and any other relevant governing body;
- '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;

1. ENTRY

- 1.1 By submitting your application you are agreeing to enter into the Event, pay the Fee to LMEL, participate in the Event on the Event Date, abide by the Rules and also to abide by these Conditions of Entry, the Event Conditions and any instructions given to you by the LMEL and/or officials of the Event.
- 1.2 Where you are provided with an electronic chip by LMEL to record your time, this should be used in accordance with the instructions. You agree to return the electronic chip at designated points located near to the finish line of the Event or within 30 days by post to London Marathon Events Limited, 190 Great Dover Street, London SE1 4YB. If you fail to return the electronic chip, LMEL will be entitled to charge you for the replacement cost of the chip.
- 1.3 Participants in the Event are subject to the British Athletics competition rules and the rules of World Athletics and British Athletics. If you are an entrant using a wheelchair you will also be subject to the rules of the World Para Athletics. If there is any conflict between these Rules and the Agreement, the Agreement shall apply to the extent of the conflict.

2. EVENT SAFETY

- 2.1 At all times during the Event you must adhere to all instructions given by LMEL and Event officials from time to time.
- 2.2 Participation in the Event is personal to you; you are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear the Event number. Any breach of this Condition shall render the entry void. If you are found to be in breach of this Condition, LMEL reserve the right to exclude you from participation in future Events.
- 2.3 You are not permitted to use the following items in the Event:-
 - 2.3.1 any wheeled device (subject to Condition 2.5);
 - 2.3.2 any artificial aid;
 - 2.3.3 any pets or animals; or
 - 2.3.4 any other item that could potentially inhibit the flow or safety of other participants or which LMEL, in its reasonable opinion, deems may cause danger or risk of danger to you or other participants.
- 2.4 You warrant to LMEL 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 LMEL recommends that you seek medical advice.
- 2.5 If you are entered into the wheelchair section of the event, you are only permitted to use a self-propelled wheelchair without gears or any mechanical, powered or electronic aid or device. If in the elite wheelchair section of the Event you will only use a racing wheelchair approved by LMEL.

3. EVENT EJECTION

- 3.1 LMEL 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 Event officials;
 - 3.1.2 you attempt to participate in the Event in a manner that LMEL, 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 our opinion is likely to cause offence; or
 - 3.1.2.4 otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in Condition 2;
 - 3.1.3 in LMEL'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;
 - 3.1.4 you fail to arrive at the start location at the specified time; or
 - 3.1.5 you are unable to make sufficient progress in the Event to allow you to complete the Event in line with timelines set by Event officials. Competitors will only be eligible for a medal and

to feature in the results in they complete the course before the official cut off time which is currently 18:30 on the day of the Event (subject to variation at LMEL's discretion).

- 3.2 If, in accordance with Condition 3.1, you are refused entry to the Event or LMEL asks you to cease participation in the Event, you must remove your runner's identification number and electronic chip and return them to an Event official.
- 3.3 Participants will have their results annulled and be banned from all future events organised by LMEL for a period of up to five years if:
 - 3.3.1 their running number is used by someone else in the event, participating in the event using a number registered to another participant, or using a counterfeit number.
 - 3.3.2 they are found to be selling their number to another person.
 - 3.3.3 they gain, or seek to gain, a GFA (Good for Age) or Championship place using another participant's time;
 - 3.3.4 they falsify information on the entry form.
 - 3.3.5 they enter the ballot more than once using different email addresses; and
 - 3.3.6 they commit any other breach of these Conditions of Entry and/or the Event Conditions.
- 3.4 A second breach of any nature will mean results being annulled and a ban of up to life from all future LMEL events to be determined in LMEL's sole discretion. Any decision made by LMEL in relation to Conditions 3.3 and/or 3.4 shall be final.

4. CANCELLATION BY YOU

You should inform us immediately in the manner LMEL sets out as being required if you need to withdraw for any reason. If you do so, your fee will not be refunded but, if this is not an entry that you have already held over, you will be permitted to have a guaranteed entry for the next year's Event by applying in the required manner. In the case a Good For Age or Championships entry you must have achieved the required qualifying time within the relevant period. If you have obtained a place from a charity then the place will revert to the charity.

5. CANCELLATION BY US

- 5.1 LMEL is under no obligation to hold the Event and may cancel the Event for any reason.
- 5.2 LMEL may also cancel your entry if you have obtained it through a third party (such as a club, sponsor or charity) and:
 - 5.2.1 the third party is no longer entitled to that entry; or
 - 5.2.2 the third party informs us that they no longer wish for you to have the entry.
- 5.3 In such circumstances:-
 - 5.3.1 LMEL will, if practicable, provide written notice of cancellation to the address LMEL holds for you. In the event that written notice is not practicable due to the timescales involved LMEL will use reasonable endeavours to provide other suitable methods of notice including, e-mail, mobile phone, text message, television and radio broadcasts; and
 - 5.3.2 you will receive a refund of the Fee unless you choose another option that LMEL provides (which may include, but is not limited to, deferment). For the avoidance of doubt, LMEL is under no obligation to offer alternative options should it cancel the Event.
- 5.4 In the event of cancellation of the Event for any reason, LMEL will not be liable for (excluding the Fee) any costs incurred as a result of cancellation including, but not limited to, any travel or accommodation costs.
- 5.5 In the event of cancellation of the Event for any reason, and should LMEL opt to provide you with a refund, LMEL shall only be obliged to refund the Fee to you. If your entry is a charity entry and you have purchased an advertising package from LMEL with this entry, then LMEL shall only refund you for undelivered advertising on a pro rata basis (determinable in LMEL's sole discretion).

6. DATA PROTECTION

- 6.1 Please read the privacy policy carefully to understand LMEL's practices regarding your Personal Data and how it will treat it.
- 6.2 You agree that any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be used for any commercial purpose.

7. CHANGES TO THE EVENT

- 7.1 LMEL reserves the right to change the course, or make any other amendment to the Event that LMEL deems necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable.
- 7.2 For the avoidance of doubt, should the course distance be reduced in accordance with Condition 7.1, you agree that the Event is still deemed to be staged and that LMEL will not be liable to you for any refund.

8. USE OF IMAGE

8.1 The Event may be televised, filmed and/or otherwise recorded and photographs may be taken all of which may capture your participation in the Event. You agree to the publication of such photographs, filming, recording and broadcasts and their use by us and those authorised by us in any way which LMEL may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications and publicity.

9 LIABILITY

9.1 In no event shall LMEL be liable to you whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:

9.1.1 loss or damage;

9.1.2 loss of profit;

9.1.3 loss of reputation;

9.1.4 loss of business, revenue or goodwill;

9.1.5 loss of anticipated savings;

9.1.6 pledges made on your behalf or by you to charity; or

9.1.7 consequential or indirect loss, regardless of whether the loss or damage:(a) would arise in the ordinary course of events;(b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

9.2 Nothing in this Agreement shall affect LMEL's liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

10. GENERAL

10.1 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.

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

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

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

10.5 You agree that LMEL may publish your Personal Information as part of the results of the Event and may pass such information to Abbott World Marathon Majors, the governing body (national or international) or any affiliated organisation for the purpose of insurance, permits or for publishing results either for the Event alone or combined with or compared to other Events. Personal Information here may include (but not be limited to) name, any club affiliation, race times, occupation, nationality and age category.

10.6 Any breach of this Agreement shall render your entry void. If you are found to be in breach of this Agreement LMEL reserves the right to exclude you from participation in future editions of the Event and any other events held, controlled and/or operated by LMEL.



Booking Form for 2023 London Marathon

Client Name:

Name of 2nd person traveling:

Client Address:

Client Phone Number:

Date of Birth:

Client E-mail Address:

Date:

Client Signature:

Your booking London Marathon entry is not confirmed until we receive cleared funds for payment AND a signed copy of this Booking Form.

Please return this signed sheet to Garth at fundysportstourism@fastmail.fm along with your deposit to secure your booking. Registration is not confirmed until both this document and payment are received.

By Signing this page, you are agreeing that you have read and understood all the information on pages 1 through 8 of this document.

Please note you must be a Canadian resident to be eligible for this package.