



## Terms and Conditions

The following Terms and Conditions relate to all events promoted by **SwimRutland Ltd**

### Terms

The above named organisation and its event partners will be collectively referred to as 'The Promoters'. All applicants both prospective and successful from this point forward will be referred to as 'Event Applicants'.

Once the promoters have started to organise an event, there is a considerable amount of work, expense and risk. The event takes many hundreds of hours of forward planning and huge financial risk. The following Conditions of entry are designed to ensure we have a safe and enjoyable event. We appreciate your support for the event and request you adhere to the conditions outlined in this document.

### 1: Conditions of Entry

By entering any events as made available on the promoters website, by use of the online entry system or any other means, applicants are agreeing to abide by the following Terms & Conditions' as outlined below.

### 2: Confirmation of Entry.

Receipt of an event applicant's fee or satisfactory completion of transactions through the online payment systems confirms the applicants place in the event for which they have applied.

### 3: Race Information

All necessary race information is published on the promoters website. Please note that provisional race information is subject to change. Updated details of any alterations to provisional race Information initially issued will be made available on the website no later than one week prior to the event date. It is the responsibility of event applicants to ensure that they have accessed the relevant information relating to their event.

### 4: Applicant Withdrawal:

Please see our separate refund and transfer policies

If the deadline for each has been missed there is no need to inform us of your withdrawal. Your lack of attendance at registration will mean you do not appear on race documentation. You can transfer your race entry to another applicant at the discretion of the promoter. Failure to inform us of an entry transferal will result in immediate disqualification. If for any reason event applicants who have already successfully entered an event find themselves unable to race and wish to transfer their entry, the event applicants must inform 'The Promoters' in writing by e-mail to the appropriate e-mail address. Event applicants should receive a confirmation of their transferal within 5 working days. If this confirmation is not received the event applicants should contact the promoter immediately to verify receipt of their request to transfer. It is the responsibility of the event applicants to ensure that their request has been received.

### **5: Transferal of entries**

Please note that the transferal of entries between applicants without notify the promoters is strictly forbidden as it invalidates insurances undertaken by the promoter to cover the event. The consequences of attempting such an undertaking by any competitor is so serious in jeopardizing the continuation of events that any athlete found to have passed their entry to another athlete without informing us and any event applicants found to have taken up that entry will be banned for life from all future events through the promoter and its sister companies. **Transferal of entries will not be considered within 8 weeks of the event date.** Prior to 8 weeks from event day you may transfer your entry to another event or to another applicant.

### **6: Refunds**

If you need to withdraw from the event for any reason the following condition apply.

This policy is final and not dependent on circumstance.

- Until 5 months prior to race day – 50% refund on entry fee
- Until 3 months prior to race day – 25% refund on entry fee
- After 3 months prior to race day – No refunds given

We have a clear policy on refunds to remain fair to competitors. In previous years, we had a no refund policy from the point of entry. Our amended policy reflects an acknowledgement that circumstances arise beyond our participants control. The clear cut off dates acknowledge the ongoing investment made by the organizers in regard to your entry. As a result, exceptions cannot be made to this policy.

### **7: Registration**

Details of race registration times will be posted on confirmed race information. All event applicants are required to attend registration within the times specified. Event applicants who do not attend registration within these times will not be allowed to race. It is the responsibility of event applicants to ensure they have accessed the relevant information relating to registration at their event.

### **8: Photography**

The promoters maintain the right to use images and photographs taken by their contracted photographers and employees without informing or recompense to event applicants. These images can be used for promotional purposes as undertaken by the promoters and their partners, this will cover a range of possible uses including advertising press and media, printed information items, editorial coverage and any other promotion directly related to the promoters or their sponsors.

#### **9: Prizes**

Prizes at each event will be awarded as published on the specific events website. Medals (where issued) will only be issued to those attending and finishing a recognised distance. **Medals will not be sent to those not in attendance. You must be present and complete the event to get a medal.**

#### **10: Completion of Entry Form**

Please fill in online entry forms as thoroughly as possible. It is the event applicants' responsibility to ensure that the information is correct. Any changes to that information must be given to the promoters before the race entry office closes on race morning. Whilst the promoters will endeavour to solve any problems that arise through incorrectly completed entry forms, it is the applicant's responsibility to ensure all details are correct. T-shirts or giveaway items will be ordered in the size specified online. We take no responsibility for applicants ordering the wrong size or ill-fitting garments.

#### **11: Late Entries**

Entries will not be taken on the morning of the event. Registration will close at least 24 hours before the event. Or sooner if we sell out.

#### **12: Event Changes**

The above named Promoters have the right to change any event for the reason of safety without prior notice.

In adverse weather conditions we may be forced to change the course advertised to a more sheltered location at the lake.

We reserve the right to make changes we see fit in the interest of safety without prior notice.

For specific details please see our cancellation and adverse weather document.

#### **13: Event Cancellation**

See full cancellation and adverse weather document

#### **14: Right of refusal for entry:**

The Promoters maintain the right to refuse or revoke entry to any event applicants, where they believe that accepting the entry could prejudice the event. This right of refusal extends to include applications where acceptance is considered by the promoters to be likely to infringe upon the enjoyment of any persons connected with the event, including staff, marshals, volunteers & other competitors.

#### **15: Timing:**

When appropriate events will be electronically timed. Varying distances will apply so it is up to competitors to inform us if they drop out from their chosen distance. It is also the applicants responsibility to ensure their timing chip is correctly attached to their left ankle before entering the water. If you lose the timing chip during the event please inform marshals at the soonest possible convenience. Those without a timing chip will not be eligible for awards. Chips must be handed in at the end of the event. Any participants leaving without handing back their timing chip will be subject to a £50 charge.

#### **16: Littering:**

Anyone littering anywhere at the venue will be disqualified, please use the public bins around the course. The course takes place in a spectacular venue with some very sensitive and precious wildlife. Anyone failing to co-operate could jeopardise the continuation of the event in future years. We are also keen to remind swimmers that this is not only against the event rules but is also illegal in this country and is a criminal act. We have no choice but to take this seriously and penalise anyone caught breaking this rule with disqualification.

#### **17: Race rules:**

A comprehensive event rules document will be published prior to the event (when applicable). Please read these carefully. They will be published separately and within the event guide. They may be subject to change and amendments up to a week before the event. We will endeavour to inform participants of any changes, however it is the athlete's responsibility to make sure they are up to date. Amendments will be posted on the event website.

#### **18: Event Applicants conduct:**

It is the event applicants' responsibility to ensure they conduct themselves in not only a courteous, but lawful manner. The event takes place on public areas and you will encounter people who aren't competing. Anyone not adhering to local laws and byelaws automatically forfeits any association with the promoters. You will accept complete responsibility for your personal actions should it incur any complaint or legal action. The promoters will not accept liability for your actions should they incur this kind of attention. Anyone subject to such attention will be immediately disqualified. Marshalls on the course will also have the discretion and authority to enforce penalty to anyone not acting in a courteous manner to staff, the public or their fellow event applicants.

#### **19. Swimming at our venues outside of an event**

Swimming is strictly prohibited at many of our event sites outside of the events advertised. Anyone swimming outside of authorised events or swim sessions and trespassing on our event sites will be immediately disqualified from our event without a refund of entry fees.

#### **20. Safety Equipment**

Participants must adhere to the safety equipment requirements. This might include wearing a wetsuit, swim hat and using a swim buoy. Swim buoys can be purchased or hired from the event organisers. Swimmer may use their own suitable equipment although it is the event organisers' discretion as to whether this is suitable for the event or not.

#### **21. Baggage**

Items left in the promoters baggage store are left at the applicants own risk; We cannot take responsibility for valuables such as mobile phones and wallets.

## **22. Your Responsibilities**

By registering for this event you (the applicant) are accepting complete responsibility for, but not limited to, any discomfort, illness or injury while preparing for or taking part in this event. You also understand and acknowledge that participating may involve inherent risk that cannot be eradicated completely. You take responsibility and participate accepting this and assume all risk associated with your participation.

## **23. Cancellation & Adverse conditions policy.**

If the event is cancelled due to war, disease or other significant events each entrant will be automatically transferred into the following years event.

We will go ahead with the event as long as the law, local authorities and land owners allow us to do so. In the interest of safety, we reserve the right to cancel without notice or consent. There will be no refunds in the event of an event cancellation.

### **Event safety being compromised.**

Our events take place on spectacular courses. This also means it's often exposed and heavily influenced by things such as, but not limited to, the weather and water quality.

When signing up to participate applicants are accepting that many things are out of the promoters hands. You acknowledge that changes to the event outline may need to take place in the interest of group safety. Individual competence cannot be considered in mass participation events as collective safety is key.

### **Please Note:**

*Outlined within is what we will likely do in the event of a situation leading to safety being compromised.*

*(weather or water quality being the most likely cause of changes, but the following policy applies to all manner of issues we may encounter)*

*Alternative opportunities may arise on the day of the event. We have outlined the likely solutions, but will consider any number of options.*

*The promoters reserve the right to make changes in the interest of participant safety without consultation.*

*Acknowledging the nature of the venue where we swim, we want to be clear with everyone about the likely changes they'll encounter should we experience unacceptable conditions.*

### **Offer a distance change.**

If the weather makes the event more challenging than expected, (we expect it not to be completely calm, but not unreasonably challenging) we endeavor to increase capacity in the shorter distances. This option is at the swimmer's discretion and as a result no financial reimbursement from the promoter will be given to anyone switching into a cheaper distance option.

If the weather is good, we cannot always offer this under typical conditions. There is a certain capacity in each distance and we cannot always move people just because they've changed their mind.

Under normal conditions people can swap, only if there is space available in a certain distance. If the distance option is full and conditions are acceptable you will not be able to change.

The cut off for acceptable vs challenging conditions is decided by the promoter.

### **Shortened course.**

In some situations, the weather might allow an event to take place on a shorter course. This might include but isn't restricted to the following.

**A short course** across part of the original course.

We might be restricted to certain areas/sections only. We will require applicants to swim additional loops on the shortened course in order to complete the distance.

**A change in direction.** We may be able to swim, just on a different part of the lake.

We will let everyone know as soon as possible. The decision will be made in conjunction with the promoter, Anglian Water, Safety teams and medics.

By entering you are acknowledging that the course might be shortened in the interest of safety for all participants. Some applicants might feel that they can handle the conditions but the decision will be taken on the basis of collective safety.

**No refund will be given to swimmers in the event of a shortened swim course.**

### **Sheltered Swim**

If the main course is simply too dangerous to allow a mass participation swim event to go ahead. We may be able to offer you a swim in a more sheltered area of the lake. This applies when the course is moved to a completely new area of the venue (not when we use part of the original course)

You can swim as many loops as you like within the time limit. It is your responsibility to count loops, although you will need to exit each lap so that we can record a lap time. We will still award a medal for each originally advertised distance. We will also still issue trophies and prizes for the winners in each competition.

You will be ranked in the closest full distance event that you complete. For example, if you swim 3km you will be listed in the 2km event (unless a 3km option was originally available).

In the event of the event taking place on a sheltered swim course we will offer a partial refund to each applicant. Either as a credit to be used against next years event. Or as a cash refund directly to the account used to purchase the entry.

The partial refund amount will be your entry fee minus £15 for the new swim.

You are under no obligation to accept this option. We just want to offer the chance to swim rather than completely wasting everyone's journey. A transfer into the equivalent event in the following year will be given to those choosing not to take part.

**You must have turned up and registered on the morning of the event to claim your transfer.**

**We will not process requests from people who did not turn up to the event.**

We will implement a rolling start where swimmers time will start as they cross the timing mat on the shoreline.

**Full Cancellation**

If the only option is to completely cancel the event, we will offer a transfer into the next year's event or a credit to be used against any of our other events