



## Terms and Conditions 2020

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

### 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 [www.swimrutland.com](http://www.swimrutland.com) website, be it by use of the online entry system or paper based system, applicants are agreeing to abide by the following Terms & Conditions' as outlined below.

### 2: Confirmation of Entry.

Cashing of an event applicant's cheque 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 [www.swimrutland.com](http://www.swimrutland.com). 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: Competitor 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 swimmer at the discretion of SwimRutland Ltd. Failure to inform us of an entry transferal will result in immediate disqualification.

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

Please note that the transferal of entries between competitors without notify the promoters is strictly forbidden. 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 SwimRutland Ltd.

**Transferal of entries will not be considered within 8 weeks of the event date.** Please check our separate transferal policy. Transfers need to be made through your active registration account and incur a small charge to cover Active registration fees.

### **6: Credit Policy**

We regret that we are unable to offer credit on entries.

### **7: Refunds**

Please refer to our refunds policy. These terms are clear and will be implemented without exception.

### **8: 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.

### **9: 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.

### **10: Prizes**

Prizes at each event will be awarded as published on the events website.

### **11: Completion of Entry Form**

Please fill in entry forms as neatly 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, if unable to read any section of the entry form, the form will be returned to the event applicants with a request for it to be completed again without the securing of a confirmed place in the event.

## **12: Late Entries**

Entries will be taken on the morning of the event. The entry desk will close one hour before the start of the event. This is subject to change in the event of maximum entries being reached prior to the event date.

## **13: 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.

## **14: Event Cancellation**

If for reasons beyond the control of the Promoters, including an 'act of God' due to unforeseen, naturally occurring events that were unavoidable, the race/event, which event applicants have entered is cancelled or postponed, the applicants have the option to take part in a secondary event date published on the promoters website at point of entry. It is a key point in the entry of the race that due to the nature of the venue and its exposed outlook participants must be available for the alternative date published. In the case of the second date being cancelled the promoters will issue a full Race Credit to the value of the original entry fee or transfer the applicants entry to another race/events where requested.

Alternatively if a race / event is cancelled by the Promoters which event applicants have entered is cancelled, the Promoters will offer a full refund."

## **15: 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.

## **16: Timing:**

SwimRutland NightSwim is not a chip timed event. You may of course record your own times.

## **17: 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.

## **18: Race rules:**

A comprehensive event rules document will be published prior to the event. Please read these carefully. They will be published separately and within the athletes pack. 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.

#### **19: 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.

#### **20. Swimming in Rutland water**

Swimming is strictly prohibited on the main body of Rutland water with the exception of this organised event. Anyone swimming in the lake unless during a inspire2tri swim event, other event organised in association with Anglian water or in the designated Sykes Lane swim area will be immediately disqualified from our event.

#### **21. Safety Equipment**

Participants must adhere to the safety equipment requirements. This includes 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.

#### **22. Change of date**

In certain circumstances we may be required to change the date of SwimRutland NightSwim. If for example, the weather prevents the event taking place on the original date we will endeavour to offer an alternative.

#### **23. Baggage**

Items left in the baggage store are left at your own risk; We cannot take responsibility for valuables such as mobile phones and wallets. The bags are for warm clothing and non-valuable items.