



## Terms and Conditions SwimRutland

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, 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 [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. 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 competitors 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 SwimRutland Ltd and its sister companies. **Transferal of entries will not be considered within 8 weeks of the event date.**

### **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.

Medals will only be issued to those attending and finishing a recognised distance in SwimRutland. **Medals will not be sent to those not in attendance. You must be present and complete the event to get a medal.**

### **11: 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.

### **12: Late Entries**

Entries will not be taken on the morning of the event. Registration will close at least 1 week before the event. Or sooner if we sell out.

### **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.

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

### **14: Event Cancellation**

See full cancellation and adverse weather document

### **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 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 swimmers 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.

### **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 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.

### **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 an 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 without a refund of entry fees.

### **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. Baggage**

Items left in the baggage store at Normanton Church and Whitwell are left at your own risk; Marshalls will transport items in the official SwimRutland belongings bags back to the finish line. We cannot take responsibility for valuables such as mobile phones and wallets. The bags are for warm clothing and non-valuable items you might need for the Rutland Belle crossing and immediately prior to the race

### **23. Your Responsibilities**

By registering for this event you 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.