

SwimRutland 2024

Competitors Terms and Conditions

The following Terms and Conditions relate to all events promoted by Pacesetter Events 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 www.pacesetterevents.co.uk website by use of the online entry system, applicants are agreeing to abide by the following Terms & Conditions' as outlined below.

2: Confirmation of Entry

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.pacesetterevents.co.uk 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. Athletes must be on time, there will be no late starts for this event. If you do not make it to the start line on time, you forfeit your entry in this event.

4: Competitor Withdrawal

If you need to withdraw from the event, you accept that there are no refunds outside of the refund policy and exceptions cannot be made for any reason. You can apply to transfer that entry to another nominated athlete subject to our transfer terms. Please note that we do not advertise unwanted event entries.

5: Transferral of entries

You can transfer your entry to next years edition of the event up to 10 weeks prior to race day. You can transfer your race entry to another athlete at the discretion of Pacesetter Events Ltd outside 6 weeks of event day and we will endeavour to change any personalised items associated with your entry to the new athlete.

Within 6 weeks of event day all personalised items will be finalised and a new athlete will have to participate with the original athletes personalised items. We will accept transfer under these terms until 3 week prior to event day.

10 weeks – transfer to next year

6 weeks – transfer to another athlete and change personalised items

Until 3 week – transfer to another athlete with original athletes personalised items

Less than three weeks – no transfers available.

Failure to inform us of an entry transferral via the online entry system 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 transfer their entry within the time limits and through the proper channels. Event applicants should receive a confirmation of their transferral 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. Please note that the transferral 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 jeopardising 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 Pacesetter Events Ltd and it's sister companies. Transfers are to be completed via the website for the specific event. Any issues will be dealt with via the info@pacesetter.events email address.

The promoter reserves the right to withdraw or change this offer.

6: Credit Policy

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

7: Refunds

Refunds issued by the promoter will only be considered before 18 weeks of race day. Refunds will be limited to 50% of the event entry fee. Refunds outside of 18 weeks will be via refund protect should you decide to take out their cancellation insurance during the entry process. We play no part in the administration or issuing of those refunds you must contact them directly and are subject to their terms and conditions. We do not mediate or get involved with any refund disputes outside of our 18 week policy.

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

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. If you fail to inform us of address changes and we send your race number to the address listed, you will have to cover the costs for a replacement race bib and timing chip. The fee will be around £5 but we will only every charge cost price.

12: Late Entries

There are no entries on the day of this event. We will close entries two days before the race unless we sell out sooner. There will be price increases for late entries at the discretion of the promoter.

13: Event Changes

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

14: Event Cancellation If for reasons beyond the control of the Promoters, including but not exclusively an 'act of nature' due to unforeseen, naturally occurring events that were unavoidable; or the race/event, which event applicants have entered is cancelled or postponed for any reason, we will automatically transfer you into the equivalent race for the following year. (including Covid -19) If the race is not available or not happening the following year, we will offer a race credit for one of our other events.

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

Event applicants are responsible for returning their timing equipment (when applicable, i.e. a reusable chip is issued) to race registration. If dropping out then you must tell officials. Anyone not returning their race chip will incur a fee of £20 and risk disqualification. They may also be banned from participation from future events.

17: Littering

Anyone littering on the course will be disqualified, Litter zones will be provided next to feed stations. Throw litter in these areas only or use the public bins around the course. 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 race 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 that 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. Fitness to participate

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. By arriving on the start line you are confirming your ability to participate. It is the athletes responsibility to ensure that they are fit and well. If You're in any doubt, please consult a medical professional.

21. Covid-19

If the event is affected by covid 19 we reserve the right to make changes to the date, format and delivery of the event. There will be no refunds if the event is cancelled. We will transfer your entry to the next year's event.

Event Cancellation/necessary safety changes policy.

Event safety being compromised.

SwimRutland takes place on a spectacular course. This also means it's exposed and heavily influenced by things such as, but not limited to, the weather and water quality.

When signing up to participate in SwimRutland you are accepting that many things are out of the organisers 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.

SwimRutland 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 endeavour to increase capacity in the shorter distances. This might include an extra boat trip for the 2km swimmers where/if possible. This option is at the swimmer's discretion and as a result no financial reimbursement from SwimRutland 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 SwimRutland.

Shortened course.

In some situations, the weather might allow SwimRutland to take place on a shorter course. This might include but isn't restricted to the following. A short course across part of the current SwimRutland course. We might be restricted to the North or South arm only. We will require swimmers 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. Leaving from Whitwell. An option might be to swim up the North arm of the lake or in Whitwell creek. We will let everyone know as soon as possible. The decision will be made in conjunction with SwimRutland, 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 swimmers 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 the more sheltered area of Whitwell creek. We will have set up a 1km looped course leaving from the shoreline adjacent to the Rutland Belle. 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 SwimRutland Distance. Mini, 2km, 4km, 8km. 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. In the event of SwimRutland taking place on a sheltered swim course in Whitwell creek we will offer a partial refund to each swimmer. Either as a credit to be used against next years event. Or as a cash refund directly to the account used to purchase the SwimRutland entry.

The partial refund amount will be your entry fee minus £20 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 SwimRutland the following year will be given to those choosing not to take part. You must have turned up and registered on the morning of SwimRutland to claim your transfer. We will not process requests from people who did not turn up to the event.

The new format will run from 8:00am to 10:00am 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 SwimRutland the following year or a credit to be used against any of our other events.