



## TERMS & CONDITIONS – Tour de Manc Sportives

October 17

### Information about us

1. We are Tour de Manc Limited. Tour de Manc® is a non-profit organisation run by volunteers and is currently applying to become a registered charitable Trust. We are a company registered in England and Wales under Company number 10114177 and with our registered office and main trading address at 186 Cheetham Hill Road, Manchester, M8 8LW. We operate the website [www.tourdemanc.co.uk](http://www.tourdemanc.co.uk)
2. Contacting us. If you wish to contact us for any reason you can do so by e-mail at [register@tourdemanc.co.uk](mailto:register@tourdemanc.co.uk), telephone 0161 711 0313 or post to Tour de Manc Ltd, 186 Cheetham Hill Road, Manchester, M8 8LW. If we have to contact you or give you notice in writing, we will do so by e-mail or by paid post to the address you provide to us in your order.

The Terms and Conditions detailed below apply to all entrants participating in the Tour de Manc event organised by Tour de Manc Limited (hereon referred to as Tour de Manc). Completion of an entry form or purchase of an entry by every participant acknowledges acceptance of these Terms and Conditions by the participant.

### Event Registration and Entry requirements

3. Each participant, upon signing the registration form or purchasing a ticket, agrees that they are physically and mentally capable of cycling the distance they have chosen. If, during the event, they decide to change their route and distance, then all consequences of this action are theirs.
4. The Event Registration Form or purchase of a ticket must be completed by a person aged 18 years or over. Participants under the age of 18 years will be allowed to participate in the event with the consent of their parent or legal guardian who must sign the Event Registration Form and purchase the ticket on behalf of the underage participant. Under 18's be accompanied by a nominated adult at all times whilst on the ride. Signing or purchasing a ticket is also an acceptance of responsibility for the actions and consequences of the underage participant. It is the signatories' responsibility to ensure that the information on the age and condition of the participant is correct.

### Accident and Incident Fees and Charges and Event Insurance

5. Each participant will be fully responsible for any fees or costs incurred or arising from an accident either involving or caused by the participant. This includes, but is not exclusive to, fees from Police, Air Ambulance, Fire and Rescue and the Ambulance service. If the situation arises that you are not capable of making the decision to call the emergency services, the participant agrees that a member of Tour de Manc or a member of the public may call for them. In this situation, the participant still accepts the costs and consequences of such actions.
6. Public liability Insurance cover is provided for the event to protect Tour de Manc for a third-party claim arising as a result of accidental damage to a third-party property. No other insurance cover is provided by Tour de Manc for participants participating in an
7. Tour de Manc strongly recommends each participant organises their own personal insurance cover to cover them for any costs or claims arising from their actions

### Participation Terms

8. Participation in the event is at the participants own risk. The participant is fully responsible for their actions whilst attending the event. This includes actions during the ride itself as well as actions within the event properties, which comprise the parking areas, start and finish venue, toilet facilities and refreshment stops. Tour de Manc does not accept responsibility for the actions of the participant nor the consequences of such actions.
9. With the exception of clearly signposted segments, on which participants may choose to be timed, the participant accepts that the event they are entering is not a race in any format. Participants considered to be competing or racing against others, will be stopped from riding and banned from entering future Tour de Manc events.
10. Tri bars / aero bars are allowed, under a sensible use policy; they may not be used in group riding, heavy traffic or whilst approaching road junctions. We recommend they are only used whilst in solo situations. Failure to comply to this regulation will result in disqualification.



11. It is mandatory that all participants wear a safety approved cycling helmet complying with latest ANSI Z90/4 or SNELL standards. Any participant not wearing a helmet will not be covered by the event. The participant must accept this as a condition of entry.
12. Tour de Manc reserves the right to refuse entry to the event to anyone with inappropriate equipment or clothing.
13. The participant confirms that the bicycle they are riding for the event and all of their equipment is of a suitable standard, size and state-of-road worthiness. The bicycle must be able to complete longest distance and cope with the road surfaces on the marked route.
14. You must obey all Highway Code rules. You are requested to ride in single file where appropriate and no more than 2 abreast at any time. Please be aware of your fellow cyclists and any other traffic. Please always indicate your intention to stop or change direction. All cyclists must adhere to and obey the Highway Code and local bylaws and laws of England where applicable and extend all reasonable courtesy to other road users.
15. Participants must be considerate to other uses of the road. Upon seeing other users, such as horse participants and walkers, participants are required to slow down and pass with care. Where appropriate, participants should stop and wait at the side of the route for other uses such as horse participants to pass safely.
16. This is a sportive ride and whilst there is route signage, there a limited number of event marshals. The absence of signs or marshals does not signal there are no dangers approaching. it is the individual participant's responsibility to make a decision regarding whether to ride a section or not. The route has been assessed as fit for purpose in advance of the event by the Tour de Manc, however this does not necessarily follow that the road remains rideable at all times during the event and the participant is deemed to make their own decision about whether to proceed on bike, foot or not at all.
17. The given route (made up of marked maps, gpx or tcx routing files and waypoint descriptions) is shown for guidance only and Tour de Manc do not insist that you use the route shown. Therefore, if the participant chooses to ride a section, it is entirely their own choice. If they choose a different route to avoid obstacles or sections they decide are beyond their capabilities, they do so entirely at their own risk.
18. Tour de Manc reserves the right to alter the published route at any time. Participants do not have the right to claim a refund if the route is altered.
19. The participants agree to return or call the ride control number, which will be given to the participant on registration, should they decide not to finish the course before the close of the event. The participant abandoning the course should report this to fact to ride control and supply their registration details to ride control. Not doing so will mean that a search may be organised and any subsequent cost will be billed to the participant.

## Cancellation and Refunds

20. Tour de Manc reserves the right to cancel any event, due to extreme weather conditions of Force Majeure. In such an event, the event will be rescheduled and each participant's entry will be automatically moved to the rescheduled event. If a participant can't make this rescheduled event, organisers will assist the participant in finding a replacement cyclist through the use of its social media pages. Tour de Manc will not charge an administration fee for assisting in finding such a replacement. If such a replacement cyclist is found, it is between the replacement cyclist and the original participant to come to a financial agreement between themselves. The participant must provide the Tour de Manc with the registration change information and Tour de Manc will not charge a fee for the change in registration. No refunds will be issued by Tour de Manc.
21. In line with common sportive event practice, other than circumstances described in the previous paragraph, participants cannot be transferred and event entry fees cannot be refunded under any circumstances.

## Image rights and Contact rights

22. Each participant agrees to assign and grant the right and permission for Tour de Manc to use and publish any photographs/film/video/electronic representations and/or sound recordings of the participant on any Tour de Manc activity. The participant hereby releases Tour de Manc from any and all liability from such use and promotion. The participant hereby authorises the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/video tapes/electronic representations and/or sound recordings without limitation at the discretion of Tour de Manc. The participant specifically waives any right to any compensation they may have for appearing in any of the photographs/film/video/electronic representations and/or sound recordings of the participant at a Tour de Manc event.



23. Registering for the event indicates your consent for Tour de Manc to contact you with pre- event information and about relevant products or services via email, post, phone, SMS. The Tour de Manc will comply with the privacy policy published on the Tour de Manc website. You can opt out at any time via the unsubscribe links in the emails you are sent.

### Our right to vary these Terms

24. We may amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
25. Every time you register your event participation with us, the Terms in force at the time of your order will apply to the Contract between you and us.
26. We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.
27. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive.