



TERMS & CONDITIONS – Tour de Manc X-Manc Cyclocross event

The Terms and Conditions detailed below apply to all entrants participating in Tour de X-Manc event, organised by Tour de Manc Limited (hereon referred to as “the Event Organiser”). Purchase of an entry ticket by a Participant or registration of a complementary entry ticket by a guest participant acknowledges acceptance of these Terms and Conditions by the Participant.

1. I understand that the event that I am entering (“the Event”) will be run under the technical regulations, guidelines, bye laws and anti-doping rules of British Cycling (“the Rules”); I hereby agree to comply with the Rules and any other rules stipulated by the Event Organiser. I understand that I will not be entitled to a refund of my entry fee (“Entry Fee”) if I am disqualified from the Event as a result of, or infringement of these Terms or the Rules.
2. I understand that it is my responsibility to understand and abide by the Rules before, during and after the Event; and I agree that the decision of the Event Organiser will be binding and final in all circumstances.
3. I will be at least 16 years old on the date of the Event and am entering my own details, or am the parent or legal guardian of a child and am entering the Event on their behalf.
4. I acknowledge that Event entry is personal to me and that I may not exchange it with or sell it to or transfer it to any other person.
5. I agree to conduct myself in a professional and cautious manner during my participation in the Event and understand that I may be disqualified from the Event if I do not do so. I accept that, in relation to my participation in the Event, the function of the marshals and relevant signage is only to indicate direction and that I must decide if the movement is safe.
6. I understand and agree that I participate in the Event entirely at my own risk, that I must rely on my own ability in dealing with all hazards, and that I must conduct myself in a manner that is safe for myself and all others throughout the duration of the Event.
7. During my participation in the Event I will cycle with care and attention and will abide by the Rules any other rules stipulated by the Event Organiser.
8. I acknowledge that participation in the Event is physically strenuous and demanding. I am aware of the nature of the Event and associated medical and physical risks involved. I further certify that I am physically capable of participating in the Event and am capable of completing the Event within the cut off time (as decided by the Event Organiser). I will only participate in the Event if I am fit enough to do so.
9. If I have any medical condition/s, including allergies, which the Event Organiser or Event medical advisors might need to be aware of, I undertake that I have provided details of these on my Entry Form.
10. I accept full liability and responsibility for any medical expenses incurred as a result of training for and/or participating in the Event.
11. I accept that the Event Organiser, the Event sponsors, organisers, officials, medical advisers and any person involved in the organisation of the Event are not liable for any injury or illness that I may suffer as a result of my participation in the Event, whether prior to, during or subsequent to the Event.
12. I accept that I am solely liable for any damage to equipment loaned to me, as a result of my use of that equipment during the Event and I may be personally liable for that damage.
13. Whilst the Event Organiser takes every care with the staging of the Event, I accept that I must make all reasonable precautions for the safeguarding of my person and of my property during my participation in the Event. I further acknowledge that personal accident and personal items insurance is my responsibility.
Note: Whilst not mandatory, the Event Organiser recommends each Participant organises their own personal insurance cover.
14. I accept that it is my responsibility to provide and use a suitable bicycle and clothing. The Event Organiser’s decision is final as to whether the bicycle and clothing are suitable.
15. I accept that it is mandatory to wear a safety approved cycling helmet complying with latest SNELL, CPSC or CEN cycling helmet safety standards. Any competitor not wearing such a helmet will be disqualified and unable to take part in the Event. I understand that I will not be entitled to a refund of my entry fee (“Entry Fee”) if I am disqualified from the Event as a result of such an infringement.
16. I accept that the Event Organiser reserve the right to amend the Event format or cancel the Event due to health and safety reasons, including storm, rain, inclement weather, winds or any other act of god conditions. I accept that my Entry Fee shall be non-refundable in such circumstances.
17. I understand that confirmed entry to the Event is dependent on a fully and accurately completed online Entry Form; and receipt of payment to cover the Entry Fee at least 10 working days (2 weeks) in advance of the Event. If either of these conditions is not fulfilled then my entry may not be valid nor accepted, and I will not be eligible to take part in the Event.



18. Through my completion and submission of the online Entry Form, I am committing to paying for my Event entry via the means as instructed on the Website and/or ticketing platform
19. Submission of an Entry form indicates your consent for the Organiser to contact you with pre-event information and about relevant products or services via email, post, phone, SMS. You can opt out at any time via the unsubscribe links in the emails you are sent or by contacting the Event Organiser
20. I accept that all correspondence and enquiries about the Event shall be directed to the Event Organiser.
21. I irrevocably consent to my appearance in any media format, in relation to the publicity of the Event, and in future publicity and advertising of the Event Organiser; provided that such use does not imply my direct endorsement of any official sponsor or suppliers of the Event.
22. I understand that my personal details (including but not limited to name, age group, gender, race category, finishing time, finishing position) will be stored electronically by the Event Organiser. Such information may appear on the public list of participants and result list for the Event. By entering the event, the rider or their representative consents to the organiser being given access to their data.
23. All decisions and rulings by the Event Organiser, its employees and its agents are considered final.
24. The Event Organiser reserves the right to vary these Terms effective immediately upon posting on the Site.

Limitation of Liability – your attention is particularly drawn to this section

25. The aggregate liability of the Event Organiser in respect of any loss or damage suffered by any participant and arising out of or in connection with these Conditions shall not exceed the non-refundable administration fee of £1 (or £0 in the circumstances where entry to the event is by a complementary entry, 100% discounted ticket or a guest ticket)
26. Subject to clause 25, the Event Organiser shall not be liable for losses that result from our failure to comply with these Terms that fall into the following categories (even if such losses result from our deliberate breach): (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits; (iv) loss of anticipated savings; (v) loss of data; or (vi) waste of management or office time.
27. Nothing in these Terms excludes or limits the Event Organiser's liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; (iv) any deliberate breaches of these Terms that would entitle you to terminate the Terms; or (v) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
28. These Terms (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The participant acknowledges and agrees that in submitting the Entry Form it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in these Terms.
29. To the extent permitted by law, all provisions of these Terms shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.
30. The Event Organiser is not liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by events outside our reasonable control ("Force Majeure Event").
31. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
32. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.