



## TERMS & CONDITIONS – Tour de Manc Micro-Manc, Mini-Manc and Every-Manc events

February 2018

### **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 Tour de Manc events which comprise the Micro-Manc Kid's events, the Mini-Manc Family ride and the Every-Manc inclusive non-competitive bicycle rides organised by Tour de Manc Limited (hereon referred to as Tour de Manc). In all cases below, where a Participant does not have the mental capacity to accept such terms, their Responsible Adult or Assigned Carer will do so on their behalf. Purchase of an entry ticket by or for a Participant or registration of a complementary entry ticket by a guest Participant acknowledges acceptance of these Terms and Conditions by the Participant.

### **Event Registration and Entry requirements**

1. The Participant accepts that the event they are entering is not a race in any format. Participants considered by Tour de Manc organisers or Tour de Manc designated Crew or assigned carer, to be racing against others, will be asked to leave the event and at that point will no longer be a Participant in the event. The Participant considered to be racing will not be entitled to any refund and will be banned from entering future Tour de Manc events. The decision of the Tour de Manc organisers or appointed Crew is final and there is no right of appeal.
2. Unless the responsibility is assigned to an Assigned Carer, the participant is fully responsible for their actions whilst attending the event. This includes actions during the event as well as actions within the event properties, which comprise the parking areas, start and finish venue, toilet facilities and refreshment stations. Tour de Manc does not accept responsibility for the actions of the participant nor the consequences of such actions.
3. Event coaches will assess each Participant to ensure they are physically and mentally capable of riding the bicycle or adapted bicycle on the circuit. Where Participants are not capable of being matched to a bicycle, they will be assigned a riding partner and/or an Assigned Carer, who will assume responsibility for safely controlling the equipment and the Participant whilst on the ride.
4. The purchase of a ticket or registration of a complimentary ticket must be completed by a person aged 18 years or over. Evidence of age may be requested. 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 complete a consent form and submit this to the registration desk on the day of the ride.

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

5. Each Participant, or in the event of mental incapacity their Responsible Adult, 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 the Participant is not capable of making the decision to call the emergency services a Tour de Manc assigned Crew member may call for them. In this situation, the Participant still accepts the costs and consequences of such actions.

### **Participation Terms**

6. Participation in the event is at the Participant's own risk. Insurance cover is provided for all Participants against a third party claim arising as a result of accidental damage to third party property whilst participating in an event. This insurance cover is adjudged void if it is deemed the Participant or the person assigned Responsibility has acted negligently. No further insurance cover is provided by Tour de Manc for



riders participating and Tour de Manc recommend each Participant organises their own personal insurance cover.

7. It is mandatory that all Participants wear a safety approved cycling helmet complying with latest SNELL, CPSC or CEN cycling helmet safety standards. Any rider not wearing an approved helmet will not be covered by the event insurance and will be removed from the event and would be liable for damages if involved in an accident on that basis. The Participant must accept this as a condition of entry. Tour de Manc reserves the right to refuse entry to the event to anyone with inappropriate equipment or clothing and no refunds or compensation will be due should this be the case.
8. Should a Participant bring their own bicycle, the Participant confirms that the bicycle they are riding for the event and all of their equipment is of a suitable standard and state-of-road worthiness. The bicycle must be able to complete longest distance and cope with the road surfaces on the circuit.
9. The cycling route will have been assessed as fit for purpose in advance of the event by the Tour de Manc, however this does not necessarily follow that the cycling route remains rideable at all times and the Participant or the person assigned with the safety of the Participant, is deemed to make their own decision about whether to proceed on bike, foot or not at all.
10. Where the event has public road content on the route, the rider must obey the rules of the road as indicated in the Highway Code.
11. Tour de Manc reserves the right to alter the circuit for safety reasons at any time. Participants do not have the right to claim a refund if the circuit is altered.
12. For road content on the route, there is route signage, there may also be 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.
13. 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.

## Cancellation and Refunds

15. 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 original 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.
16. In line with common cycling event practices, 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

17. 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.
18. 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. You can opt out at any time via the unsubscribe links in the emails you are sent.



## Our right to vary these Terms

19. 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.
20. 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.
21. We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements
22. 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