TERMS AND CONDITIONS - SPORTIVE

About Us

We are Tour de Manc Limited.

Tour de Manc® is a non-profit organisation run by volunteers and is also a registered charitable Trust.

1. Company Number

We are a company registered in England and Wales under Company number 10114177.

2. Registered Address

Blaze Hill Cottage Wilmslow Road Prestbury Macclesfield SK10 4LG

3. Website

We operate the website www.tourdemanc.co.uk

4. Contact

If you wish to contact us for any reason you can do so by e-mail at enquiries@tourdemanc.co.uk, telephone 0161 818 4686 or post to Tour de Manc Ltd, Blaze Hill Cottage, Wilmslow Road, Prestbury, SK10 4LG.

If we must 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.

5. The Terms

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.

TERMS AND CONDITIONS - SPORTIVE

6. Event Registration and Entry requirements

- 1. 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.
- 2. The Event Registration Form or purchase of a ticket must be completed by a person aged 18 years or over. Evidence of age may be requested. Participants over the age of 13 and 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 rider. Signing or purchasing a ticket is also an acceptance of responsibility for the actions and consequences of the underage rider.
- 3. Riders over the age of 13 and under the age of 16 must be accompanied by an adult whilst riding the Tour de Manc. Riders over 13 and under 16 will only be permitted to ride the "Northern Quarter" and "Manc Challenge" routes.

7. Timed Section

Except for one clearly signposted segment, on which participants will be timed, the participant accepts that the event they are entering is not a race in any format. Participants considered to be competing against others, will be stopped from riding and banned from entering future events.

8. Responsibility

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. Accident and Incident Fees and Charges

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.

TERMS AND CONDITIONS - SPORTIVE

10. Insurance

- 1. Participation in this event is at the rider's own risk. No insurance cover is provided by Tour de Manc for riders participating in Tour de Manc events.
- 2. Tour de Manc strongly recommends riders organise personal insurance cover which meets their own specific needs.

11. Waiver of Liability and Hold Harmless Clause

By entering this event, it is agreed by you that you indemnify and save and hold harmless Tour de Manc, its officers, directors, organisers, employees, consultants, agents and sponsors from claims, costs or liabilities for personal injury, illness, death or damages of any kind which you may have now, or receive at any time in the future, resulting from participation in this event.

12. Safety Helmet

It is mandatory that all riders wear a safety approved cycling helmet complying with latest ANSI Z90/4 or SNELL standards. Any rider not wearing a helmet will not be covered by the event insurance and will be disqualified from the event and could be liable for damages if involved in an accident on that basis. The rider 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.

13. Cycling Equipment

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 marked route.

14. Tri bars / aero bars

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.

15. Highway Code

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.

TERMS AND CONDITIONS - SPORTIVE

16. Considerate Cycling

Riders must be considerate to other uses of the road. Upon seeing other users, such as horse riders and walkers, riders are required to slow down and pass with care. Where appropriate, riders should stop and wait at the side of the route for other uses such as horse riders to pass safely.

17. Signage & Marshals

- 1. This is a sportive ride and whilst there is route signage, there are limited road marshals.
- 2. The absence of signs or marshals does not signal there are no dangers approaching. It is the individual rider's responsibility to decide whether to ride a section or not.
- 3. The route has been assessed as fit for purpose in advance of the event by 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.

18. The Routes

- 1. 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 rider 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.
- 2. 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. Cancelation of Event

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 entry codes will be emailed to each rider so that they can re-enter their details to enter 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 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.

TERMS AND CONDITIONS - SPORTIVE

20. Deferred Entry

Participants can defer their entry only once, as long as they notify Tour de Manc a full calendar month before the event. An entry cannot be deferred more than once. Entry fees will not be refunded.

21. Photography and Recording Consent

- 1. 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.
- 2. The participant hereby releases Tour de Manc from any and all liability from such use and promotion.
- 3. 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.
- 4. 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.

22. Communication Consent and Privacy Compliance

Registering for the event indicates your consent for Tour de Manc to contact you with pre and post event information 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.

23. Changes to Terms and Conditions

We may amend these Terms from time to time. Please look at the top of this document to see when these Terms were last updated and which Terms were changed.